

Albany Industrial Development Agency

21 Lodge Street
Albany, New York 12207
Telephone: (518) 434-2532
Fax: (518) 434-9846

Anthony J. Ferrara, *Chairman*
John R. Vero, *Vice Chairman*
Kathy Sheehan, *Treasurer*
Susan Pedo, *Secretary*
Martin Daley
C. Anthony Owens

Michael Yevoli, *Chief Executive Officer*
Erik J. Smith, *Chief Financial Officer*
John Reilly, *Agency Counsel*

To: Anthony J. Ferrara Michael Yevoli
John R. Vero Erik Smith
Kathy Sheehan John Reilly
Susan Pedo Joseph Scott
Martin Daley Sarah Reginelli
C. Anthony Owens Bradley Chevalier

Date: December 14, 2012

AGENDA

PLEASE NOTE THAT PUBLIC HEARINGS CONCERNING THE FOLLOWING PROJECTS WILL BE HELD AT 12 NOON ON
Thursday, December 20, 2012 at 21 Lodge Street, Albany, NY 12207

Honest Weight Food Cooperative, Inc.
LV Apartments Limited Partnership

The regular meeting of the City of Albany Industrial Development Agency will be held on **December 20, 2012 at 12:15PM** at the 21 Lodge Street, Albany, NY 12207 (Conference Room).

Roll Call

Reading of Minutes of the Regular Meeting of November 15, 2012

Approval of Minutes of the Regular Meeting of November 15, 2012

Reports of Committees

Report of Chief Executive Officer

Report of Chief Financial Officer

- Financial Report

Communications

Other Business

- Amendments to IDA Policy Manual – 2012 (Agency Fees/Local Labor) Approval Resolution

Unfinished Business

- Albany Medical Science Research, LLC Project Public Hearing Resolution
- Sheridan Hollow Village, LLC Project Synopsis
- Sheridan Hollow Enterprises, LLC Project Synopsis
- Housing Visions Consultants, Inc. on Behalf of Sheridan Hollow Village, LLC and Sheridan Hollow Enterprises, LLC (to be formed) Project SEQR Resolution
- Sheridan Hollow Village, LLC Project – Housing (Housing Visions Consultants, Inc.) Commercial Findings Resolution
- Sheridan Hollow Village, LLC Project – Housing (Housing Visions Consultants, Inc.) Approving Resolution
- Sheridan Hollow Enterprises, LLC Project – Commercial (Housing Visions Consultants, Inc.) PILOT Deviation Approval Resolution
- Sheridan Hollow Enterprises, LLC Project – Commercial (Housing Visions Consultants, Inc.) Approving Resolution

New Business

- Penta on Broadway, LLC Project 2012 Mortgage Approval Resolution
- 39 Sheridan Avenue Project Sales Tax Letter Extension Resolution
- Honest Weight Food Cooperative, Inc. Project Resolution Modifying Sales Tax Exemption

Adjournment

* The next regularly scheduled meeting is Thursday, January 17, 2013 at 21 Lodge Street, Albany, NY 12207

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IDA MINUTES OF REGULAR MEETING Thursday, November 15, 2012

Attending: Anthony J. Ferrara, Kathy Sheehan, Susan Pedo, Martin Daley, C. Anthony Owens & John Vero

Absent:

Also Present: Michael Yevoli, Erik Smith, John Reilly, Joseph Scott, Sarah Reginelli, Bradley Chevalier & Amy Gardner

Chairman Anthony J. Ferrara called the regular meeting of the IDA to order at 12:15 PM.

Roll Call

Chairman Ferrara reported that all Board members were present.

Reading of Minutes of the Regular Meeting of October 22, 2012

Since the minutes of the previous meeting had been distributed to Board members in advance for review, Chairman Ferrara made a proposal to dispense with the reading of the minutes.

Approval of Minutes of the Regular Meeting of October 22, 2012

Chairman Ferrara made a proposal to approve the minutes of the regular Board meeting of October 22, 2012 as presented. A motion to accept the minutes, as presented, was made by Anthony Owens and seconded by John Vero. A vote being taken, the minutes were accepted unanimously.

Reports of Committees

None

Report of Chief Executive Officer

Mike Yevoli advised the Board that staff has arranged for Chris Betts an expert in low income tax credits to give a presentation at the next Finance Committee meeting on the subject.

Report of Chief Financial Officer

Erik Smith reviewed the monthly financial report with the Board. Mr. Smith reviewed year-to-date and projected cash inflows and outlays. Mr. Smith advised the Board that the expenditure activity through October 31st is consistent with the IDA's budget. At this time the IDA's projected year-end cash balance is \$777,375.

Mr. Smith advised the Board that the Agency had recently received a check for \$176,000. The check represents the disbursement of the debt service reserve fund account balance for the 1991 City of Albany IDA Recreation Facility Revenue Bonds (Albany Municipal Golf Course Clubhouse Project). The Trust Indenture for the Project indicates final disposition of money is to be returned to the Agency. Mr. Smith advised the Board he was researching the original project related to the Trust Indenture language.

Unfinished Business

New Business

Authorizing Conveyance and Assignment – Columbia 16 NS LLC / American Realty Capital V LLC Project Resolution

Staff advised the Board that the proposal they had voted on in August between Columbia 16 NS, LLC and 16 New Scotland Square, LLC had changed. 16 New Scotland Square, LLC had decided not to purchase the project. Staff advised they were presenting the project again with a new buyer. The Applicant is now asking that the project be transferred in its entirety to the purchaser and the purchase price will be \$15 million. The 12 New Scotland parcel, which was not included as part of that proposed sale to 16 New Scotland Square, LLC would be included in the most recent proposed transfer and thus continue to be subject to PILOT agreement.

Staff advised the Board that the Finance Committee had reviewed the new proposal at their previous meeting. The Committee had recommended that staff work with the Applicant to amend the request to remove assignment of the PILOT to 12 New Scotland which in turn would change the tax status for the parcel to taxable as of March 1st, 2013. Joe Nicolla and Deb Lambek representing the project advised the Board that they had spoken with staff in regards to this issue and accept this change to the request.

Chairman Ferrara presented the Authorizing Conveyance and Assignment –Columbia 16 NS LLC / American Realty Capital V LLC Resolution to the Board. A motion to adopt the Resolution was made by Kathy Sheehan and seconded by Martin Daley. A vote being taken, the Resolution passed unanimously.

LV Apartments Limited Partnership Project Public Hearing Resolution

Adam Stein of Winn Development representing the project presented the proposed project to the Board. The proposed project location is 315 Northern Blvd. The project includes the reuse of the historic Philip Livingston Academy which has been vacant for three years. The Applicant proposes converting the structure into 105 affordable senior residential units. As part of the project the Applicant will need to purchase the building and 10 acres of the approximate 14 acres it's on from the school district. The school district is asking for \$2.5 million for the site and will retain 4 acres in front of the building. The Applicant is seeking both federal and state low income housing tax credits as well as historic tax credits. The project will provide affordable housing to seniors earning 50%, 60% and 90% of AMI. Mr. Stein reviewed the positive effects the project will have on the community with the Board. The Applicant is asking for a sales and use tax exemption, mortgage recording tax exemption, and the Agency's shelter rent PILOT.

The building does include some space that cannot be utilized as part of the proposed project as the Applicant cannot pass the costs onto the tenants per the rules and regulations associated with the low-income housing tax credits (LIHTC). Possible uses for these spaces were discussed. Mr. Stein advised the Board that the cafeteria was not part of the original historic structure and it would be demolished. The land in front of the school that would be retained by the school district was discussed. Mr. Stein reviewed the previous success of Winn Development with similar projects.

Chairman Ferrara presented the LV Apartments Limited Partnership Project Public Hearing Resolution to the Board. A motion to adopt the Resolution was made by Susan Pedo and seconded by Kathy Sheehan. A vote being taken, the Resolution passed unanimously.

Selection of Accountants Approval Resolution 2012

Susan Pedo, Chair of the Audit Committee advised the Board that the Committee met with representatives from Teal, Becker, and Chiramonte, CPAs, P.C. to discuss the upcoming 2012 audit engagement. The Committee reviewed the audit engagement letter and recommended the Agency accept the engagement. Ms. Pedo advised the Board that in accordance with the requirements under PAAA, a new partner would lead the engagement. The recommendation of Audit Committee was to execute the engagement letter.

Chairman Ferrara presented the Selection of Accountants Approval Resolution 2012 to the Board. A motion to adopt the Resolution was made by Martin Daley and seconded by John Vero. A vote being taken, the Resolution passed unanimously.

Communications

None

Other Business

There being no further business, Chairman Ferrara adjourned the meeting at 1:45PM.

Respectfully submitted,

Susan Pedo, Secretary

City of Albany IDA
2012 Monthly Cash Position
November 2012

	ACTUAL											PROJECTED	
	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Beginning Balance	\$ 655,663	\$ 623,254	\$ 665,288	\$ 686,239	\$ 562,424	\$ 559,852	\$ 480,297	\$ 430,501	\$ 406,384	\$ 385,799	\$ 648,760	\$ 772,620	\$ 655,663
Revenue													
Fee Revenue													
Application Fee	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 4,500	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ 4,500	\$ -	\$ 18,000
Agency Fee	-	-	24,140	-	-	-	-	-	-	346,974	89,297	92,478	552,890
Administrative Fee	-	-	-	500	500	500	-	-	500	-	-	-	2,000
Modification Fee	-	7,663	-	1,500	-	-	-	500	-	-	500	-	10,163
Subtotal - Fee Revenue	\$ -	\$ 7,663	\$ 24,140	\$ 2,000	\$ 3,500	\$ 5,000	\$ -	\$ 3,500	\$ 500	\$ 349,974	\$ 94,297	\$ 92,478	\$ 583,052
Other Revenue													
Project Benefit Agreement	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Interest Income	57	49	60	51	51	47	41	39	35	45	60	64	599
CRC	-	-	-	37,500	-	-	-	-	-	-	32,500	32,500	102,500
NYS BIC	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal - Other Revenue	\$ 57	\$ 100,049	\$ 60	\$ 37,551	\$ 51	\$ 47	\$ 41	\$ 39	\$ 35	\$ 45	\$ 32,560	\$ 32,564	\$ 203,099
Total - Revenue	\$ 57	\$ 107,712	\$ 24,200	\$ 39,551	\$ 3,551	\$ 5,047	\$ 41	\$ 3,539	\$ 535	\$ 350,020	\$ 126,857	\$ 125,042	\$ 786,151
Expenditures													
Management Contract	\$ -	\$ -	\$ -	\$ 83,333	\$ -	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ 20,833	\$ -	\$ 62,500	\$ 250,000
APA Contract	5,250	-	-	5,250	-	-	-	-	-	-	-	-	10,500
Audits	-	-	3,100	-	3,900	-	-	-	-	-	-	-	7,000
Agency Counsel	-	-	-	-	-	-	21,000	-	-	-	-	42,000	63,000
ED Support	-	-	-	62,500	-	62,500	-	-	-	62,500	-	62,500	250,000
Sub-lease AHCC	-	65,527	-	12,061	2,222	-	2,278	6,822	-	3,633	2,998	3,000	98,541
NYS BIC	27,216	-	-	-	-	-	-	-	-	-	-	-	27,216
D & O Insurance	-	-	-	-	-	1,268	-	-	-	-	-	-	1,268
Misc.	-	150	149	223	-	-	862	-	287	92	-	300	2,063
Other Expenses	-	-	-	-	-	-	4,864	-	-	-	-	-	4,864
Total - Expenditures	\$ 32,466	\$ 65,677	\$ 3,249	\$ 163,367	\$ 6,122	\$ 84,601	\$ 49,837	\$ 27,655	\$ 21,121	\$ 87,059	\$ 2,998	\$ 170,300	\$ 714,452
Ending Balance	\$ 623,254	\$ 665,288	\$ 686,239	\$ 562,424	\$ 559,852	\$ 480,297	\$ 430,501	\$ 406,384	\$ 385,799	\$ 648,760	\$ 772,620	\$ 727,362	\$ 727,362

City of Albany IDA

Fee Detail by Month

November 2012

	Name	Application Fee	Agency Fee	Administration Fee	Modification Fee	TOTAL FEE
<i>January</i>		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
<i>February</i>	Daughters of Sarah	\$ -	\$ -	\$ -	\$ 7,663	\$ 7,663
		-	-	-	-	-
		-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ -	\$ 7,663	\$ 7,663
<i>March</i>	Penta on Braodway	\$ -	\$ 11,015	\$ -	\$ -	\$ 11,015
	4-6 Sheridan, LLC	-	13,125	-	-	13,125
	TOTAL	\$ -	\$ 24,140	\$ -	\$ -	\$ 24,140
<i>April</i>	Living Resources	\$ -	\$ -	\$ 500	\$ -	\$ 500
	AMRI				1,500	
	TOTAL	\$ -	\$ -	\$ 500	\$ 1,500	\$ 2,000
<i>May</i>	Honest Weight Food Co-op	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500
	Dilek, LLC	1,500	-	-	-	1,500
	Sage Colleges	-	-	500	-	500
	TOTAL	\$ 3,000	\$ -	\$ 500	\$ -	\$ 3,500
<i>June</i>	581 Livingston Avenue, LLC	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500
	Scanell Properties #145, LLC	1,500	-	-	-	1,500
	Albany Institute of History & Art	-	-	500	-	500
	FC 178WAE, LLC	1,500	-	-	-	1,500
		-	-	-	-	-
	TOTAL	\$ 4,500	\$ -	\$ 500	\$ -	\$ 5,000

City of Albany IDA

Fee Detail by Month

November 2012

	Name	Application Fee	Agency Fee	Administration Fee	Modification Fee	TOTAL FEE
<i>July</i>		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
<i>August</i>	Housing Visions Consultant, Inc	\$ 1,500	\$ -	\$ -	\$ -	1,500
	Columbia 16 NS II, LLC	1,500	-	-	-	1,500
	Teresian House	-	-	-	500	-
	TOTAL	\$ 3,000	\$ -	\$ -	\$ 500	\$ 3,500
<i>September</i>	True North Extended Stay, LLC	\$ -	\$ -	\$ 500	\$ -	\$ 500
	TOTAL	\$ -	\$ -	\$ 500	\$ -	\$ 500
<i>October</i>	FC 178WAE, LLC	\$ -	\$ 44,724	\$ -	\$ -	\$ 44,724
	Albany Medical Science Research, LLC	1,500	-	-	-	1,500
	733 Broadway, LLC	1,500	-	-	-	1,500
	Sixty State Place, LLC	-	48,750	-	-	48,750
	US Bank	-	176,000	-	-	176,000
	Scanell Properties #145, LLC	-	77,500	-	-	77,500
	TOTAL	\$ 3,000	\$ 346,974	\$ -	\$ -	\$ 349,974
<i>November</i>	Albany Medical Science Research, LLC	\$ -	\$ -	\$ -	\$ 500	\$ 500
	Chris & Karmyn Conk	1,500	-	-	-	1,500
	Winn Development	1,500	-	-	-	1,500
	Honest Weight Food Co-op	-	89,297	-	-	89,297
	Columbia 16 NS II, LLC	1,500	-	-	-	1,500
	TOTAL	\$ 4,500	\$ 89,297	\$ -	\$ 500	\$ 94,297
<i>December</i>	Columbia Harriman 455	\$ -	\$ 92,478	\$ -	\$ -	\$ 92,478
	Dilek, LLC	-	-	-	-	-
	581 Livingston Avenue, LLC	-	-	-	-	-
	TOTAL	\$ -	\$ 92,478	\$ -	\$ -	\$ 92,478
	2012 TOTAL	\$ 18,000	\$ 552,890	\$ 2,000	\$ 10,163	\$ 583,052
		<i>Application Fee</i>	<i>Agency Fee</i>	<i>Administration Fee</i>	<i>Modification Fee</i>	<i>TOTAL FEE</i>

City of Albany CRC
2012 Monthly Cash Position
November 2012

	ACTUAL											PROJECTED	
	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Beginning Balance	\$ 142,598	\$ 142,610	\$ 142,621	\$ 142,633	\$ 100,642	\$ 100,650	\$ 100,659	\$ 79,666	\$ 79,673	\$ 79,679	\$ 79,686	\$ 47,191	\$ 142,598
Revenue													
Fee Revenue													
Application Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Agency Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Modification Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal - Fee Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue													
Interest Income	\$ 12	\$ 11	\$ 12	\$ 9	\$ 9	\$ 8	\$ 7	\$ 7	\$ 7	\$ 7	\$ 5	\$ 4	97
Misc	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal - Other Revenue	\$ 12	\$ 11	\$ 12	\$ 9	\$ 9	\$ 8	\$ 7	\$ 7	\$ 7	\$ 7	\$ 5	\$ 4	97
Total - Revenue	\$ 12	\$ 11	\$ 12	\$ 9	\$ 9	\$ 8	\$ 7	\$ 7	\$ 7	\$ 7	\$ 5	\$ 4	97
Expenditures													
Management Contract	\$ -	\$ -	\$ -	\$ 37,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,500	\$ 32,500	\$ 102,500
Agency Counsel	-	-	-	-	-	-	21,000	-	-	-	-	-	21,000
Audits	-	-	-	4,500	-	-	-	-	-	-	-	-	4,500
D & O Insurance	-	-	-	-	-	-	-	-	-	-	-	1,515	1,515
Misc.	-	-	-	-	-	-	-	-	-	-	-	-	-
Total - Expenditures	\$ -	\$ -	\$ -	\$ 42,000	\$ -	\$ -	\$ 21,000	\$ -	\$ -	\$ -	\$ 32,500	\$ 34,015	\$ 129,515
Ending Balance	\$ 142,610	\$ 142,621	\$ 142,633	\$ 100,642	\$ 100,650	\$ 100,659	\$ 79,666	\$ 79,673	\$ 79,679	\$ 79,686	\$ 47,191	\$ 13,180	\$ 13,180

City of Albany CRC

Fee Detail by Month

November 2012

	Name	Application Fee	Agency Fee	Administration Fee	Modification Fee	TOTAL FEE
<i>January</i>		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
<i>February</i>		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
<i>March</i>		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
<i>April</i>		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
<i>May</i>		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
<i>June</i>		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

City of Albany CRC

Fee Detail by Month

November 2012

	Name	Application Fee	Agency Fee	Administration Fee	Modification Fee	TOTAL FEE
<i>July</i>		\$ -	\$ -	-	-	-
	TOTAL	\$ -	\$ -	-	-	-
<i>August</i>		\$ -	\$ -	-	-	-
	TOTAL	\$ -	\$ -	-	-	-
<i>September</i>		\$ -	\$ -	-	-	-
	TOTAL	\$ -	\$ -	-	-	-
<i>October</i>		\$ -	\$ -	-	-	-
	TOTAL	\$ -	\$ -	-	-	-
<i>November</i>		\$ -	\$ -	-	-	-
	TOTAL	\$ -	\$ -	-	-	-
<i>December</i>		\$ -	\$ -	-	-	-
	TOTAL	\$ -	\$ -	-	-	-
	2011 TOTAL	\$ -	\$ -	-	-	-
		<i>Application Fee</i>	<i>Agency Fee</i>	<i>Administration Fee</i>	<i>Modification Fee</i>	<i>TOTAL FEE</i>

**AMENDMENTS TO IDA POLICY MANUAL- 2012 (AGENCY FEES/LOCAL LABOR)
APPROVAL RESOLUTION**

A regular meeting of City of Albany Industrial Development Agency (the “Agency”) was convened in public session at the office of the Department of Development and Planning at 21 Lodge Street in the City of Albany, Albany County, New York on December 20, 2012 at 12:15 o’clock p.m., local time.

The meeting was called to order by the (Vice) Chairman and, upon roll being called, the following members of the Corporation were:

PRESENT:

Anthony J. Ferrara	Chairman
John R. Vero	Vice Chairman
Susan Pedo	Secretary
Hon. Kathy Sheehan	Treasurer
Martin Daley	Member
C. Anthony Owens	Member

ABSENT:

THE FOLLOWING MEMBERS OF THE STAFF WERE ALSO PRESENT:

Michael J. Yevoli	CEO - Capitalize Albany Corporation
Erik Smith	CFO - Capitalize Albany Corporation
Sarah Reginelli	Director of Economic Development
Bradley Chevalier	Senior Economic Developer, Capitalize Albany Corporation
Amy Gardner	Administrative Assistant, Capitalize Albany Corporation
John J. Reilly, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Bond Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. _____

**RESOLUTION APPROVING CERTAIN AMENDMENTS TO THE AGENCY’S
POLICY MANUAL.**

WHEREAS, City of Albany Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Agency has adopted policies regarding the (a) imposition and collection of Agency administrative fees (the “Administrative Fee Policy”) and (b) processing of Agency Applications (the “Processing of Applications Policy”); and

WHEREAS, the staff has reviewed the policies and has made recommendations to the members of the Agency regarding certain modifications to the policies; and

WHEREAS, in connection with such discussion, the Agency has considered making certain revisions to the policies; and

WHEREAS, the proposed revisions are described on Schedule A attached hereto (the “Revised Policy Provisions”); and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency has reviewed a copy of the Revised Policy Provisions attached hereto as Schedule A. The Agency makes the following findings and determinations with respect to the Revised Policy Provisions:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) The approval of the Revised Policy Provisions will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of the City of Albany, New York and the State of New York and improve their standard of living; and

(C) It is desirable and in the public interest for the Agency to approve the Revised Policy Provisions; and

(D) The adoption by the Agency of the Revised Policy Provisions constitutes continuing agency administration and management (not new programs or a major reordering of priorities), and is therefore a “Type II action” under Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”), and the regulations adopted pursuant thereto by the Department of Environment Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations”) (the SEQR Act and the Regulations being collectively referred to as “SEQRA”) and, according, no further action by the Agency under SEQRA is required.

Section 2. The Revised Policy Provisions constitutes an amendment and revision to the Agency’s existing Administrative Fee Policy and Processing of Applications Policy.

Section 3. The form, terms and substance of the Revised Policy Provisions are hereby approved in all respects.

Section 4. The Agency hereby authorizes the Chairman, Agency Staff and Agency Counsel to take all steps necessary to implement the Revised Policy Provisions.

Section 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Anthony J. Ferrara	VOTING	_____
John R. Vero	VOTING	_____
Susan Pedo	VOTING	_____
Hon. Kathy Sheehan	VOTING	_____
Martin Daley	VOTING	_____
C. Anthony Owens	VOTING	_____

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of City of Albany Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on December 20, 2012 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of December, 2012.

(SEAL)

(Assistant) Secretary

SCHEDULE A

REVISED POLICY PROVISIONS

1. Insert to Part 18 of the Agency Policy Manual regarding Processing of Agency Applications. The following language shall be added to the Agency Application, and any Agency Lease Agreement (for Straight Lease Transactions) and Installment Sale Agreement (for Bond Transactions):

Construction Job and Materialmen Information: The Agency encourages the project applicant to use local labor and local suppliers in connection with the undertaking of the project. The applicant agrees to provide information relating to certain construction activities involving the project; specifically, information relating to wages rates, use of local labor, use of local suppliers and participation by MWBE entities.

2. Insert to Part 20 of the Agency Policy Manual regarding Administrative Fees. The following language shall be added to Section 2004(D) of the Agency Policy Manual (relating to Agency Straight Lease Transactions):

Additional Fee for Low Income Housing/Tax Credit (9% only) Projects: An annual administrative fee equal to \$10,000 shall be payable annually by the project applicant on each January 15 for a term equal to ten (10) years. This annual administrative fee is in addition to the standard administrative fee for Straight Lease Transactions noted above and is applicable to Agency Projects which provide for low income housing/tax credit (9% only) projects.

TO: City of Albany Industrial Development Agency Board

FROM: City of Albany Industrial Development Agency Staff

RE: Albany Medical Science Research, LLC - IDA Application Summary

DATE: December 14, 2012

Applicant: Albany Medical Science Research, LLC (formation is the result of the dissolution of the Center for Medical Science, Inc. from which title to all company assets will be taken)

Managing Members (% of Ownership): CMS Liquidating Trust (100%)

Project Location: 150 New Scotland Avenue

Project Description: The project consists of a 154,000 SF +/-, five-story biomedical research and administrative facility and a four-story, 606 space parking garage located on a 5.351 acre +/- ground lease site. At this time the biomedical and research facility is approximately 57% occupied with one of the remaining leases, accounting for 11% of the currently rented space, set to expire in 2013. The Applicant proposes undertaking the stabilization of the entire facility through actively marketing and leasing the vacant, highly specialized tenant space to new biomedical research tenants that will complement the current use (and tenants already in place). Due to the special circumstances in which the Applicant will obtain ownership, it is the intent of the Applicant to market and sell the stabilized facility.

Estimated Project Cost: N/A

Type of Financing: Straight Lease

Amount of Bonds Requested: N/A

Estimated Total Purchases Exempt from Sales Tax: N/A

Estimated Total Mortgage Amount: N/A

Current Total Assessment: \$22,369,000 (per discussion with Commissioner of Assessment & Taxation)

Estimated Improved Total Assessment: N/A

Requested PILOT: The Payment in Lieu of Tax Agreement with respect to the Land shall be an amount equal to 100% of the Normal Tax due for such tax year. The Payment in Lieu of Tax Agreement with respect to the Improvements shall be an amount equal to 10% of Normal Tax due in Year 1 increasing at 5% a year. Taxes on total assessment will be paid in Year 11 and every year thereafter. The Land or Improvement assessment values will not be fixed.

Estimated Value of Total PILOT Payments:

- Total PILOT Payments: \$4,827,278

Estimated Value of Tax Exemptions:

- NYS Sales and Compensating Use Tax: N/A
- Mortgage Recording Taxes: N/A
- Real Property Taxes: \$7,349,352
- Other: N/A

Employment Impact:

- Projected Permanent: (120) new jobs
- Projected Construction: N/A

Other Economic Impacts:

- Likely increase in sales tax revenue as it is anticipated that there will be a certain degree of tenant up-fit associated with the leasing of the vacant space.
- Likely increase in mortgage recording tax revenue as it is anticipated that the property will be sold.

Strategic Initiatives:

- Albany 2030 – Applicable Strategies
 - Increases access to jobs
 - Targets regional growth industries by leveraging area intellectual capital
 - Makes Albany attractive for business development
 - Increases diversity by attending to the variety, type, scale, and location of business, industrial, and commercial activities
 - Uses an adaptive management approach to implementing the City's economic goals and strategies

Planning Board Actions:

- N/A

Estimated IDA Fee

- Fee amount: \$370,000

Mission

- The purpose of the Industrial Development Agency is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, research and recreation facilities. The Agency aims to protect and promote the health of the inhabitants of the City of Albany by the conservation, protection and improvement of the natural and cultural or historic resources and environment and to control land, sewer, water, air, noise or general environmental pollution derived from the operation of industrial development.



Albany Medical Science Research, LLC: PILOT Analysis						
Tax Year Commencing in Calendar Year	Estimated Tax Rate ⁽⁶⁾	Taxable Status		PILOT Status		
		Estimated Total Assessment ⁽⁷⁾	Estimated Total Taxes w/o PILOT ⁽⁸⁾	Estimated Total Assessment ⁽⁷⁾	Estimated Total PILOT Payments ⁽⁹⁾	Estimated Abatement Savings
2012 ⁽¹⁾	\$45.581500	\$22,369,000	\$0	\$22,369,000	\$0	\$0
2013 ⁽²⁾	\$46.948945	\$22,369,000	\$651,112	\$22,369,000	\$117,505	\$533,607
2014 ⁽³⁾	\$48.357413	\$22,369,000	\$1,081,707	\$22,369,000	\$225,748	\$855,959
2015	\$49.808136	\$22,369,000	\$1,114,158	\$22,369,000	\$283,248	\$830,910
2016	\$51.302380	\$22,369,000	\$1,147,583	\$22,369,000	\$343,994	\$803,589
2017	\$52.841451	\$22,369,000	\$1,182,010	\$22,369,000	\$408,130	\$773,880
2018	\$54.426695	\$22,369,000	\$1,217,471	\$22,369,000	\$475,805	\$741,666
2019	\$56.059496	\$22,369,000	\$1,253,995	\$22,369,000	\$547,173	\$706,822
2020	\$57.741280	\$22,369,000	\$1,291,615	\$22,369,000	\$622,395	\$669,220
2021	\$59.473519	\$22,369,000	\$1,330,363	\$22,369,000	\$701,637	\$628,726
2022	\$61.257724	\$22,369,000	\$1,370,274	\$22,369,000	\$785,075	\$585,200
2023 ⁽⁴⁾	\$63.095456	\$22,369,000	\$1,411,382	\$22,369,000	\$316,567	\$219,774
2024 ⁽⁵⁾	\$64.988320	\$22,369,000	\$1,453,724	\$22,369,000	\$0	\$0
Total ⁽¹⁰⁾			\$12,176,630		\$4,827,278	\$7,349,352
COST PER JOB CREATED (estimated jobs to be 120-140): < \$60,000						
Notes: (1) Project tax-exempt and will remain so until March 1st, 2013 (with or without PILOT) (2) Estimated start of PILOT payments to School (3) Estimated start of PILOT payments to the City & County (4) Estimated end of PILOT payments to School. School taxes on full total assessment value will be paid (and thereafter) (5) Estimated end of PILOT payments to City & County. City & County taxes on full total assessment value will be paid (and thereafter) (6) 2012 tax rate per Department of Assessment & Taxation (does not include any ad valorem tax that is still payable under PILOT). Assumed an estimated escalation of 3% thereafter (7) Per Commissioner of Department of Assessment & Taxation based on 2012 tax roll. Assumes use as a clean building not regular office. Assessment value is <u>not</u> fixed. (8) Difference of timing of first and last payments of School vs. City & County taken into account (9) Calculated from requested 10 year PILOT deviation with an abatement schedule of 90%, 85%, 80%, 75%, 70%, 65%, 60%, 55%, 50%, 45 (10) Totals for comparison and analysis during PILOT agreement period only that is proposed to end on December 31, 2023						

Analysis is ONLY an estimate

December 14, 2012

CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY
c/o Department of Economic Development
21 Lodge Street
Albany, New York 12207

David L. Dubrow
Attorney
212.484.3957 DIRECT
212.484.3990 FAX
dubrow.david@arentfox.com

Re: Center for Medical Science, 150 New Scotland Avenue, Albany, New York, Section 76.05, Block 1, Lot 8 (the "Property")

Ladies and Gentlemen:

Arent Fox represents Wells Fargo Bank, N.A. as successor trustee ("**Trustee**"), in connection with the \$56,465,000 Civic Facility Revenue Bonds (Charitable Leadership Foundation Center for Medical Science Project), Series 2002A (the "**Bonds**") issued by City of Albany Industrial Development Agency (the "**Agency**") pursuant to a Trust Indenture by and between the Agency and the Trustee, dated as of June 1, 2002 (the "**Indenture**"). We had previously requested and received approval from the Agency for a temporary assignment of IDA documents and we are now writing to formally request from the Agency a real property tax abatement in the form and amounts discussed below.

BACKGROUND

Center for Medical Science, Inc., a New York not-for-profit corporation ("**CMS**"), as successor to the Charitable Leadership Foundation ("**CLF**"), holds a ground leasehold interest in the Property pursuant to a certain ground lease dated February 8, 2002 (the "**Ground Lease**") upon which it used the proceeds of the Bonds issued by the Agency to construct and equip a medical research facility and parking garage (collectively, the "**Facility**"). (See copy of Ground Lease annexed as Exhibit A) For so long as CMS is tenant under the Ground Lease, the Facility enjoys a property tax exemption by virtue of the fact that all parties in interest at the Property are tax-exempt organizations under applicable tax rules.

In connection with and as a condition to the issuance of the Bonds, the Agency and CLF entered into an Installment Sale Agreement dated as of June 1, 2002 (the "**Installment Sale Agreement**") and to secure the obligations under the Installment Sale Agreement, CLF and the Agency entered into a Mortgage and Security Agreement dated June 1, 2002 for the benefit of the Trustee (the "**Mortgage**").

As you know, the Facility was then designed and built as a premier biomedical research facility for scientists focused on research areas such as bioinformatics, angiogenesis and cancer research, emerging infections and regenerative medicine. Its founders intended that the Facility encourage the formation of alliances to speed new and better solutions to help make the Capital Region a hub of biomedical research.

Arent Fox

Unfortunately, due to a series of events, including the bankruptcy of the Facility's main tenant, Ordway Research Institute, Inc., the Facility has not yet fully achieved its intended goals and the Facility is now only half occupied. As a result, in early 2011, CMS failed to make numerous installment purchase payments and deposits to the various funds under the Installment Sale Agreement, the failure of which resulted in events of default by CMS under the Installment Sale Agreement and the Indenture. On account of these events of default, the Trustee accelerated the debt and brought an action to foreclose on the Mortgage in the State of New York Supreme Court, Albany County.

During the course of the foreclosure proceeding, it became clear to all involved that the Facility was the only meaningful asset of CMS and the amount of the outstanding debt on the Bonds far exceeded the value of the Facility. As a result, and in an attempt to avoid a prolonged, costly and unnecessary foreclosure proceeding, CMS, with the support of both the New York State Attorney General's office and the Trustee, elected to dissolve, with all of its assets under the plan of dissolution ordered to be distributed to the Trustee on behalf of the Bondholders. (See Dissolution Order of CMS annexed as Exhibit B)

The Bondholders have recently taken title to the CMS assets, including the tenant's interest under the Ground Lease, through a to-be-formed special purpose limited liability company that will be beneficially owned by the Bondholders (the "**Facility LLC**"). Under applicable tax laws, the Facility LLC must be a "for-profit" entity and accordingly, the Trustee has canceled the Bonds simultaneously with the transfer of the Ground Lease interest to the Facility LLC to preserve the "tax exempt" status of the Bonds.

In addition, because the Facility LLC will be a "for-profit" entity, upon the transfer of the tenant's interest under the Ground Lease to the Facility LLC, the property tax exemption currently being enjoyed at the Facility will no longer apply and any property taxes levied on the Facility as a result must be borne by the Facility LLC as the tenant under the Ground Lease.

It is the hope and intent of the Bondholders to revitalize the Facility and help it achieve its lofty purpose by attracting new biomedical research tenants to complement the tenants already in place and eventually transfer the Facility to a skilled investor who can operate it for the long-term. In this fashion, job opportunities will be advanced and this important component of the research community in the Capital Region will be preserved. We have hired Cushman & Wakefield in partnership with Pyramid Brokerage Company to seek out prospective tenants. We will be engaging with NY State, not-for-profit institutions and for-profit entities

In order to fulfill these goals, we had previously approached the Agency for consent to the assignment of the Installment Sale Agreement to the Facility LLC in which the Agency would maintain its interest in the Facility. The Agency authorized its consent to the assignment at the meeting of the Agency held on October 22, 2012. As a result of such approval, we have closed on the transfer of the Facility to the Facility LLC.

Arent Fox

REQUEST

In light of the recent transfer, at this time, we are approaching the Agency again, on behalf of the Trustee and for the benefit of the Bondholders, for financial assistance from the Agency in the form of property tax abatement that is a deviation from the Uniform Tax Exemption Policy of the Agency and set forth below. If the requested real property tax abatement is not approved by the Agency then the assignment of the Installment Sale Agreement terminates automatically by its terms. If the real property tax abatement is approved, we will change the Installment Sale Agreement to the Agency's typical lease/lease back structure.

The requested PILOT structure we are requesting is set forth below:

Year	Existing Real Property Taxes (Without IDA involvement)*	Percentage Abatement	Estimated Total PILOT Payments	Estimated Abatement Savings (With IDA Involvement)
2013 (school taxes only beginning 09/13)	\$651,112	90% school	\$117,505	\$533,607
2014 (city and county taxes beginning 01/14)	\$1,081,707	90% city/county; 85% school	\$225,748	\$855,959
2015	\$1,114,158	85% city/county; 80% school	\$283,248	\$830,910
2016	\$1,147,583	80% city/county; 75% school	\$343,994	\$803,589
2017	\$1,182,010	75% city/county; 70% school	\$408,130	\$773,880
2018	\$1,217,471	70% city/county; 65% school	\$475,805	\$741,666
2019	\$1,253,995	65% city/county; 60% school	\$547,173	\$706,822

Arent Fox

2020		60%		
	\$1,291,615	city/county;		
2021		55% school	\$622,395	\$669,220
		55%		
	\$1,330,363	city/county;	\$701,637	\$628,726
		50% school		
2022 (last year of school tax abatement)		50%		
	\$1,370,274	city/county;	\$785,075	\$585,200
		45% school		
2023		45%		
	\$1,411,382	city/county	\$316,567	\$219,774

*For purposes of calculating real property tax benefits, we have assumed a 3% annual increase in real estate tax payments due.

The Facility can only continue its important presence in the community with a solid financial backbone. The basis, then, for the requested PILOT structure outlined above is to allow the Facility to operate on a long-term basis without a loss so that it is well positioned as a marketable asset to potential investors in the Capital Region. We have provided to the Agency back-up materials showing the financial wherewithal of the Facility both with and without the proposed PILOT structure in place. As you can see, the requested PILOT structure makes the critical difference between a project which is of questionable viability to one which has a future in serving the community.

We would be pleased to discuss this request with the Agency and its attorneys in greater detail and provide any additional information that the Agency requires. We would be extremely appreciative if this matter could be placed on the Agency's December 20, 2012 Board Meeting agenda and would be able to attend in person to answer questions you may have.

Thank you so much for your consideration.

Sincerely,



David L. Dubrow

cc: By email:
A. Joseph Scott, Esq.
Lucinda Hruska-Claeys, Esq.
Christopher Andreucci, Esq.

EXHIBIT A

LEASE AGREEMENT

AGREEMENT made this 8th day of February, 2002, between CHARITABLE LEADERSHIP FOUNDATION, a private trust organized and existing under the laws of the State of New York, with offices for the transaction of business at 747 Pierce Road, Clifton Park, New York 12065 (hereafter referred to as "Tenant"), and UNIVERSITY HEIGHTS ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of New York, with offices for the transaction of business at 130 New Scotland Avenue, Albany, New York 12208-3475 (hereafter referred to as "Landlord").

W I T N E S S E T H;

WHEREAS, Landlord is the owner of an approximately four (4) acre parcel of land as more fully described in Schedule "A" attached hereto and made a part hereof, which parcel of land is zoned for light industrial and commercial/business use (the "Premises"); and

WHEREAS, Tenant wishes to construct and operate a medical research facility, to be known as the Center for Medical Science ("CMS") and a parking garage (the "Garage") (CMS and the Garage shall collectively be referred to as the "Improvements") on the Premises;

NOW, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises.

2. Term. This lease shall be effective upon its execution and delivery. The term of this Lease shall be forty-nine (49) years, commencing on the date of issuance of a certificate of occupancy for the Improvements, unless sooner terminated pursuant to the terms of this Lease. Upon issuance of the certificate of occupancy, Landlord and Tenant shall enter into a supplemental agreement for the purpose of setting forth the commencement and expiration dates of the Term. During the Term, the Improvements constructed upon the Premises by Tenant shall be the property of Tenant, but Tenant shall not have the right to remove said improvements from the Premises without Landlord's prior written consent. However, upon the expiration of this Lease, Tenant's right, title and interest in all improvements, including all

fixed equipment and fixtures then located on the Premises shall, without compensation to Tenant, vest in the Landlord. Notwithstanding the foregoing, removable trade fixtures shall be removed from the Premises by Tenant at the completion of the term. If Tenant fails to remove such trade fixtures, Landlord may deem the trade fixtures to be part of the Premises, or may remove and dispose of such trade fixtures, at Landlord's option.

3. Rent. During the Term of this Lease, Tenant shall pay as rent ("Rent") to the Landlord annual rent in the amount of One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars. Such rent shall be payable on the first business day of each calendar year, beginning on the commencement date (and provided that any rent due for the initial year of the Term shall be pro rated for the number of days in the initial and final calendar years of the Term). Tenant agrees to pay option rent at the same rate for the period from execution of this Lease until the commencement date; subject, however, to the provisions of Paragraphs 5 and 20 hereof. If Tenant fails to pay any Rent or additional rent within ten (10) days after same shall be due and payable, such unpaid amounts will be subject to a monthly late payment charge equal to five percent (5%) of the unpaid amounts in each instance. Such late payment charge has been agreed upon by Landlord and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that will be incurred by Landlord as a result of any such failure by Tenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes fair and reasonable compensation to Landlord for its damages resulting from such failure by Tenant to timely pay and shall be paid to Landlord together with such unpaid amounts. Additionally, past due Rent shall bear interest from its due date at the Lease Interest Rate, as hereinafter defined, until paid in full.

4. Parking. As further ^{minimum of 25} consideration for the use of the Premises, Tenant shall provide Three Hundred (300) parking spaces on the Premises for use and operation by Landlord. Such parking spaces ("Landlord's Spaces") shall be subject to the following terms:

(a) Commencement. The obligation to provide Landlord's Spaces shall commence upon issuance of a certificate of occupancy for the Garage. The plans for the Garage shall require the approval of Landlord in accordance with Paragraph 5 hereof.

(b) Use and Operation of Premises; Security. Landlord shall be solely responsible for the use and operation of Landlord's Spaces and Tenant shall be solely responsible for the

use and operation of the remaining spaces in the Garage; provided, however, that the utilities for the entire Garage shall be on one meter and billed to Tenant, and Landlord shall make payment, on a monthly basis and within five (5) days after notification (oral or written) by Tenant, of its pro rata share of the utilities, which shall be determined by multiplying the total utility charges by a fraction, the numerator of which shall be the number of Landlord's Spaces in the Garage and the denominator of which shall be the total number of parking spaces in the Garage. Landlord shall be responsible for security governing access to, use of and safekeeping of Landlord's Spaces and precluding any unauthorized access to the remaining spaces in the Garage. Both parties shall comply with all rules and regulations for the operation and maintenance of the Garage as may be reasonably implemented from time to time by Tenant.

(c) Repairs and Maintenance. During the term of this Lease, Landlord shall make all needed alterations and repairs to Landlord's Spaces; Tenant shall make all needed alterations and repairs of any nature to the remaining spaces in the Garage and shall maintain the Premises in good condition. Except as set forth above, Landlord shall pay all expenses in relation to Landlord's Spaces, including, but not limited to, lighting, operating, marking, repairing, replacing, insuring and snow removal and Tenant shall pay all such expenses in relation to the remaining spaces in the Garage. To the extent that there are expenses or repairs which relate to the Garage as a whole, including, but not limited to repairs and expenses for lighting, operating, marking, repairing, replacing, insuring and snow removal related to those portions of the Garage used by Landlord and Tenant, the parties shall share such expenses proportionately, with Landlord's share being the amount of the expenses multiplied by a fraction, the numerator of which shall be the number of Landlord's Spaces and the denominator of which shall be the total number of spaces; provided, however, that Tenant shall be solely responsible for repairs of a structural nature, as long as the condition(s) being repaired are not due to the acts or omissions of Landlord. In the event either party fails to make a necessary repair or pay any necessary expenses, the other party may, but shall not be required to, enter upon the Premises and perform same. The party which has undertaken to perform a repair or pay an expense which is the obligation of the other party may charge the cost of the repair or expense to the other party, and such charges shall be immediately due and payable. Tenant shall have the right to offset any amounts it pays on behalf of Landlord against any rent due hereunder.

(d) Insurance. Tenant shall maintain casualty insurance on the Garage for the benefit of Tenant, in an amount sufficient to repair, reconstruct or demolish the Garage, to be determined in Tenant's sole and reasonable discretion. Landlord shall be responsible for a pro rata share of the casualty insurance with Landlord's share being the amount of the expenses multiplied by a fraction, the numerator of which shall be the number of Landlord's Spaces and the denominator of which shall be the total number of spaces. Each party shall also maintain general liability insurance covering for the spaces and areas it uses and operates at the Garage, with the other party named as an additional insured, in at least the following amounts: \$1,000,000 per occurrence/\$3,000,000 aggregate. Each party shall provide the other party with certificates of insurance evidencing such coverage, together with proof of premium payment, at least once each year. Each policy of insurance shall require that at least thirty (30) days' written notice be given to the other party by the insurance carrier prior to cancellation of any policy. In the event a party fails to secure such insurance, the other party may obtain the same and charge the premiums to the non-performing party, and such charges shall be due and payable on the first day of the month after which such premiums were paid.

(e) Sublease. Either party shall be entitled to freely sublease or license all or part of its spaces in the Garage, provided that the substance of the following clauses are included in each lease to a subtenant:

(i) The space(s) will be used for parking.

(ii) No sublease shall extend beyond the term of this Lease.

(iii) Subtenant(s) shall comply with all laws as they relate to the use and occupancy of the Garage and this Lease.

(iv) Subtenant shall not, at any time during the term of its sublease or any extensions or modifications thereof, use, store, transport, manufacture, handle or produce any hazardous substance (as defined below) on the Premises. The term "hazardous substance" shall mean any substance deemed hazardous under any applicable state or federal statutes or regulations or under any other statute or regulation of any governmental authority.

(f) Indemnification. Tenant does hereby covenant and agree with Landlord that it will indemnify and hold Landlord harmless from and against any and all liability, damages, penalties or

judgments arising from injury to person or property sustained by anyone due to any act or acts of omission or commission of Tenant, or Tenant's officers, agents, servants, invitees, employees, contractors or assignees in connection with Tenant's use and/or operation of its spaces in the Garage. Landlord does hereby covenant and agree with Tenant that it will indemnify and hold Tenant harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone due to any act or acts of omission or commission of Landlord, or Landlord's officers, agents, servants, invitees, employees, contractors or assignees in connection with Landlord's use and/or operation of Landlord's Spaces.

(g) Utilities. Landlord shall pay all fees and charges for all utilities utilized in connection with the use and occupancy of Landlord's Spaces and Tenant shall pay all fees charged for all utilities utilized in connection with the use and occupancy of the remaining spaces in the Garage.

5. Tenant's Obligation to Develop Premises.

(a) Scope of Development. Tenant shall improve the Premises by constructing CMS and the Garage thereon. Construction and all uses of CMS and the Garage shall be subject to the written approval of the Landlord which shall not be unreasonably withheld or delayed in accordance with the provisions below; provided, however, that Tenant may make alterations, changes and modifications to the plans and specifications which individually do not exceed \$200,000.00 and are not otherwise material to the plans and specifications or which resolve a minor inconsistency or ambiguity, without obtaining Landlord's prior approval. Tenant may also construct and maintain, or cause to be constructed and maintained, outside accessways, sidewalks, patios and related improvements, subject to Landlord's prior written approval, not to be unreasonably withheld or delayed in accordance with the provisions below. Tenant shall cause to be prepared the following documents (all of which are hereinafter referred to as "Plans"):

(a) site plan showing the locations of the proposed Improvements as they are to be constructed on the Premises,

(b) schematic plans and specifications for the Improvements, and

(c) a schedule of the exterior colors and building materials to be utilized by the Tenant for the Improvements.

Tenant shall submit such Plans to Landlord for its review. Landlord shall not unreasonably withhold its approval of the Plans and must respond in writing to any such submission within ten (10) business days. The initial plans consisting of preliminary drawings shall be provided to Landlord.

Except as provided in Paragraph 20 hereof, Tenant shall be responsible for all costs and expenses related to the removal and re-interment of any burials located on the Premises which are associated with the almshouse cemetery formerly located on the Premises.

(b) Reports and Information. Copies of all soil reports, surveys, hazardous wastes or toxic reports, feasibility studies and other similar written materials prepared for Tenant with respect to the Premises shall be delivered to Landlord within fifteen (15) days after receipt by Tenant.

(c) Obligation to Develop Land. Tenant agrees to diligently proceed to complete the improvements in a good and workmanlike manner and in compliance with the plans and specifications and other drawings approved by Landlord and this paragraph.

6. Governmental Approvals. Tenant shall be responsible for and shall secure promptly all necessary governmental approvals for the construction and operation of CMS and the Garage, including, but not limited to, building permits and certificates of occupancy.

No improvements shall be constructed or maintained unless the same conform to and are consistent with applicable zoning for the Premises, all other applicable governmental requirements (including without limitation, any conditional use permit or other license, permit, or certificate required to be issued by governmental authorities in connection with the improvements) and the plans and specifications approved by the Landlord.

7. Conditions to Lease. Landlord and Tenant agree and acknowledge that this Lease and Tenant's obligations hereunder are specifically contingent upon the satisfactory completion, compliance or obtaining of the following conditions which shall be diligently pursued by the Tenant:

(a) Necessary Approvals. Tenant obtaining, following all applicable appeal periods, all approvals, easements, permits and licenses necessary to construct and operate CMS and the Garage, including but not limited to all required and appropriate approvals, licenses and permits necessary to construct CMS and

the Garage on the Premises to Tenant's specifications, as well as all zoning and permits for the operation of CMS and the Garage and Landlord's approval of all plans and specifications as provided for in Paragraph 5 hereof. In the event that Landlord does not approve the plans and specifications in accordance with Paragraph 5 hereof, then Tenant may terminate this Lease and shall be entitled to a return of any option or other rental paid hereunder.

(b) Possession of Premises. Possession of the Premises being delivered to Tenant upon satisfaction or waiver of all conditions hereto free and clear of all liens, tenants and other occupants, together with those permanent and temporary easements set forth herein.

(c) Construction Financing. Tenant securing adequate financing, in Tenant's reasonable opinion, in order to complete all improvements and construction of CMS and the Garage.

In the event that Tenant, having used diligent efforts, has not satisfied or obtained the final completion, compliance or closing of all conditions within 180 days following the date of execution hereof, Tenant shall by written notice to the Landlord either terminate and cancel this Lease, whereupon this Lease shall be deemed null and void and of no further recourse to the parties hereto, or Tenant may by written notice to Landlord waive any condition.

8. Construction, Alterations, Repairs. Subject to Force Majeure as described herein, Tenant shall construct and maintain CMS and the Garage in a good and workmanlike manner. Construction shall be commenced within 120 days after the building permit for CMS or the Garage, as the case may be, shall be issued. Construction shall be completed within twenty-four (24) months after commencement thereof, with reasonable extensions for inclement weather, labor disputes, strikes, Force Majeure, acts of God and other circumstances beyond the control of Tenant. If Tenant fails to commence construction or fails to substantially complete construction within the time limits and their extension periods set forth in this paragraph, the Landlord, at its option, may complete such construction and charge Tenant with the cost and expense of such completion or otherwise terminate this Lease.

Except as specifically provided herein with respect to maintenance of the Landlord's Spaces, the Garage and the CMS shall at all times be constructed, kept and maintained by Tenant in a safe condition and all work shall be performed in full

compliance with all applicable federal, state, municipal or other laws, statutes, regulations, ordinances and orders and the provisions of all permits, licenses and approvals which may be required by any governmental authority having jurisdiction thereof.

During the term of this Lease, Tenant shall make all needed alterations and repairs of any nature to CMS and shall maintain CMS and the Premises in good condition; provided, however, that, in the event Landlord claims that a repair or alteration is reasonably necessary, then Landlord must provide Tenant with thirty (30) days' advance written notice of such repair or alteration, specifying the nature of the problem and the repair of alterations which Landlord claims are reasonably necessary to attend to same. Except as otherwise specifically provided for herein, Tenant shall pay all expenses in relation to CMS and the Premises, including, but not limited to, lighting, operating, marking, repairing, replacing, insuring and snow removal. In the event Tenant fails to make a necessary repair or pay any necessary expenses, Landlord may, but shall not be required to, enter upon the Premises and perform same. Landlord may charge the cost of the repair or expense to Tenant as additional rent. Such additional rent shall be due and payable on the first day of the month after which the Landlord has paid for the repair.

During the term of this Lease, and, in the event that Landlord shall alter or improve the New Scotland Armory building, Landlord agrees that any ingress or egress for service, construction or related vehicles shall be to the west side of the Premises.

9. **Additional Rent.** Tenant shall, to the extent Tenant is billed separately, pay all taxes assessed against the Premises, including, but not limited to, property taxes, school taxes, sewer rents, water rents special improvement district levies and any taxes due under a payment in lieu of taxes agreement (the "Taxes"). In the event Tenant fails to pay any Taxes as they become due, Landlord may pay them and charge such expenses to Tenant as additional rent. Such additional rent shall become due and payable on the first day of the month after which the Landlord has paid any such Taxes. Tenant shall provide Landlord with proof of payment of Taxes within thirty (30) days after the last day on which such Taxes may be paid without penalty. To the extent not billed separately to Tenant, Landlord shall promptly, upon its receipt of the same, submit to Tenant copies of all bills covering any such Taxes, together with an invoice showing the calculation of Tenant's share of such Taxes.

Any Taxes relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which falls after the expiration of the Term, shall be adjusted between Landlord and Tenant as of the date hereof and as of the expiration of the Term, so that Landlord shall pay such proportion of said Taxes as the part of such fiscal period falling prior to the date hereof and after the expiration of said Term bears to the entire such fiscal period, and Tenant shall pay the remainder thereof.

10. Easements.

(a) Tenant shall have the right to use any and all surrounding or adjoining public and private streets, roads, highways, alleys, driveways, sidewalks, easements, rights-of-way and appurtenances which give vehicular or pedestrian access to the Premises. Access across or through the Landlord's campus (other than the area of the Premises) shall be subject to the reasonable regulations of Landlord.

(b) If required for construction, maintenance or landscaping, easements on property bordering the Premises shall be permitted. The exact nature and location of such easements shall be identified by the Tenant subject to the Landlord's approval, which shall not be unreasonably withheld or delayed.

(c) Landlord covenants and agrees that it will execute such instruments that may be reasonably required of Landlord by Tenant in connection with the granting of easements for drainage, maintenance, installation of water, gas, electricity, cable, telephone or other utilities or for any other purpose reasonably requested by Tenant in connection with CMS and the Garage, without expense to Landlord, so long as this Lease is in effect.

(d) The easements shall permit, as appropriate, Tenant's employees, agents, subtenants, assignees, licensees, and invitees to use the same in common with the Landlord, its heirs, successors, assigns, employees, agents, lessees, licensees, and invitees and all other persons claiming by or through them. Such easements shall be on a permanent or temporary basis, as is reasonably required or desirable, for the purposes thereof, without payment of any fee or other charge therefor.

(e) Landlord reserves the right, from time to time, without obtaining the consent or approval of Tenant, to make reasonable changes, modifications or alterations to those portions of Landlord's premises which are subject to the foregoing easements, provided that the easements are not

unreasonably nor materially restricted thereby.

(f) Release of Premises to Landlord. In the event that, during the term of this Lease, Landlord desires to improve the property it owns directly to the north of the Premises and, in order to obtain required zoning or planning board approvals for such improvements, requests that a portion of the Premises be released from this Lease, then, upon thirty (30) days prior written notice from Landlord to Tenant evidencing the approvals which are required, Tenant shall release that part of the Premises which is described in Schedule "B" hereto (or such portion thereof as is needed to obtain the required approvals (the "Released Premises")); subject, however, to the conditions that: (1) Landlord shall have entered into an Easement Agreement with Tenant, in the same form as the easement agreement attached hereto as Exhibit "1"; and (2) Landlord shall be responsible for payment of any expenses incurred by Tenant in connection with the release of the Released Premises, which conditions must be satisfied before the Released Premises are released.

11. Insurance. Tenant shall maintain casualty insurance on CMS for the benefit of Tenant, in an amount sufficient to repair or reconstruct CMS, to be determined in Tenant's sole and reasonable discretion. Tenant shall also maintain general liability insurance for the Premises and CMS, with Landlord named as an additional insured, in at least the following amounts: \$1,000,000 per occurrence/\$3,000,000 aggregate. Tenant shall provide Landlord with certificates of insurance evidencing such coverage, together with proof of premium payment, at least once each year. Tenant shall secure a provision in each policy of insurance requiring that at least thirty (30) days' written notice be given to Landlord by the insurance carrier prior to cancellation of any policy. In the event Tenant fails to secure such insurance, Landlord may obtain the same and charge the premiums to Tenant as additional rent, which shall be due and payable on the first day of the month after which Landlord paid such premiums. Tenant shall require the contractor who performs the construction of CMS and the Garage to obtain builder's risk insurance, with Landlord and Tenant named as additional insureds, in at least the amounts set forth on Schedule "C" attached hereto and made a part hereof.

12. Title to Premises. Landlord represents and warrants to Tenant:

(a) That Landlord owns the Premises in fee simple absolute, free and clear of all encumbrances, subject to the terms, covenants, conditions and provisions contained in a deed

to Landlord dated August 5, 1999 and recorded on August 11, 1999 in the Albany County Clerk's office in Liber 2636 at page 1098;

(b) That the Premises is and shall be subject to no leases, easements, covenants, restrictions or the like which would prevent or interfere with Tenant's contemplated construction and/or use of the Premises;

(c) That Landlord has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein, and to grant the estate herein demised, with no other person needing to join in the execution hereof in order for this Lease to be binding on Landlord; and,

(d) Tenant shall during the Term have lawful, quiet and peaceful possession and occupancy of the Premises.

Upon execution of this Lease, Tenant may order from a title company acceptable to Tenant, for delivery to Tenant, a commitment for a policy of leasehold title insurance setting forth the state of title to the Premises and all exceptions thereto that would appear in such a policy. Tenant may advise Landlord of any unacceptable exceptions in the commitment, and Landlord may, at its sole option, undertake to eliminate or modify such unacceptable exceptions to Tenant's reasonable satisfaction. If Landlord does not eliminate or modify such unacceptable exceptions within thirty (30) days after being advised of same, Tenant may either undertake to remediate, eliminate or modify such exceptions and deduct any expenses or costs therefor from the Rent, or terminate this Lease. Tenant, at Tenant's sole cost and expense, may procure an ALTA Form B policy of leasehold title insurance insuring the leasehold estate to the Premises to Tenant and Tenant's rights under this Lease with respect to the use of the common areas or appurtenant easements, if applicable.

13. Sublease. Tenant shall be entitled to freely sublease all or part of the Premises and CMS, provided that Tenant shall include the substance of the following clauses in each lease to a subtenant:

(a) The space will be used for medical research and related administrative purposes.

(b) No sublease shall extend beyond the term of this Lease.

(c) Subtenant(s) shall comply with all laws and the provisions of this Lease as they relate to the use and occupancy of CMS.

14. Mortgages. A "Leasehold Mortgage" shall mean a mortgage on Tenant's leasehold estate in the Premises and improvements obtained from any lending institution (including but not limited to a savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually or in a fiduciary capacity), an insurance company organized and existing under the laws of the United States or any state thereof, a real estate investment trust, a religious, educational or eleemosynary institution, a governmental agency, body or entity, an employee, benefit, pension or retirement plan or fund, a commercial credit corporation, a commercial bank or trust company acting as trustee or fiduciary of various pension funds or other tax-exempt funds, a trustee or fiduciary for the holders of bonds, notes, commercial paper or other evidence of indebtedness in a securitized financing of Tenant's interest in the Premises or a corporation or other entity which is owned wholly by any other institutional lender or a subtrustee of any such commercial bank or trust company acting as such trustee, an investment bank, or any combination of the foregoing (in each case, foreign or domestic)) and any extensions, modifications, amendments, replacements or refinancing by a lending institution. Tenant shall have the right to mortgage its interest in this Lease to the Trustee in connection with financing from the City of Albany IDA and, subject to Landlord's prior approval, which shall not be unreasonably withheld or delayed, to other leasehold mortgagees, and to assign this Lease and any other subleases as collateral security for such leasehold mortgage; provided Tenant shall furnish Landlord a true copy of the leasehold mortgage together with written notice specifying the name and address of the leasehold mortgagee, and further provided so long as any such leasehold mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the leasehold mortgagee to Landlord, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without prior consent in writing of the leasehold mortgagee.

(b) Landlord shall, upon serving Tenant with any notice of default (which notice shall specify the nature of the default) or termination, simultaneously serve a copy of such notice upon the leasehold mortgagee. The leasehold mortgagee shall thereupon have the same period as provided the Tenant, after service of such notice upon it, to remedy or cause to be

remedied the defaults complained of, and the Landlord shall accept such performance by or at the instigation of such leasehold mortgagee as if the same had been done by Tenant.

(c) Notwithstanding anything to the contrary herein contained, if any default shall occur which pursuant to any provision of this Lease entitles Landlord to terminate this Lease and if, before the expiration of thirty (30) days from the date of service of a copy of the notice of termination upon a leasehold mortgagee, the leasehold mortgagee shall have notified Landlord of its desire to nullify such notice (such notification from the leasehold mortgagee being herein referred to as a "Nullification Notice"), then in such event Landlord shall not be entitled to terminate this Lease by reason of the default specified in the Nullification Notice and any notice of termination theretofore given shall be void and of no effect.

(d) Upon notice in writing to Landlord of the name and address of any leasehold mortgagee, Landlord, on serving on Tenant any notice of default or any other notice pursuant to the provisions of, or with respect to, this Lease, shall at the same time serve a duplicate counterpart of such notice on the leasehold mortgagee in the manner authorized by Paragraph 28 of this Lease. No notice by Landlord to Tenant hereunder shall be deemed to have been duly given to Tenant unless and until such duplicate counterpart thereof has been so served on the leasehold mortgagee.

(e) No default by Tenant in performing work required to be performed, acts to be done, or conditions to be remedied, shall be deemed to exist, if steps, in good faith, shall have been promptly commenced by Tenant or by said leasehold mortgagee or by any other party, person, or entity to rectify the same and prosecuted to completion with diligence and continuity. Tenant constitutes and appoints the said leasehold mortgagee Tenant's agent and attorney-in-fact with full power, in Tenant's name, place and stead, and at Tenant's cost and expense, to enter upon the Premises and make repairs thereto, maintain the same, remove any violations of law, or of the rules or regulations of governing authorities and to otherwise perform any of Tenant's obligations according to the provisions of this Lease as to the care, maintenance or preservation of the Premises and improvements.

(f) Upon default by Tenant, the leasehold mortgagee shall have the option to obtain a direct lease in accordance with and on the following terms and conditions:

- (i) On the written request of the leasehold mortgagee, within sixty (60) days after service of the aforementioned notice of termination, Landlord shall enter into a direct lease of the Premises with such leasehold mortgagee, or its designee; and
- (ii) Such direct lease shall be effective as of the date of termination of this Lease, and shall be for the remainder of the term of this Lease and at the rent and additional rent and on all the agreements, terms, covenants and conditions thereof, and said Lease shall be expressly made subject to the rights, if any, of Tenant under the terminated lease. In addition, the tenant under the direct lease shall have the same right, title and interest in and to the improvements on the Premises as Tenant had under the terminated lease. On the execution of the direct lease, the tenant named therein shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for the termination as aforesaid and shall otherwise fully and promptly remedy or agree in writing to fully and promptly remedy any existing defaults under this Lease, other than such which is not susceptible of being cured by such new tenant. (i.e., bankruptcy of Tenant), which default(s) shall be, and shall be deemed to be, waived as to the leasehold mortgagee or its assignee or designee, but not as to Tenant. The new tenant shall pay all necessary and reasonable expenses, including reasonable attorneys' fees and court costs incurred in terminating this Lease and in recovering possession of the Premises as well as in the preparation, execution and delivery of the direct lease. On execution and delivery of the direct lease, Landlord shall allow the tenant named therein and such tenant shall be entitled to an adjustment in an amount equal to the net income received by Landlord from the Premises and improvements during the period running from the date of termination of this Lease to the date of execution of such new or direct lease. Nothing contained in this Lease shall release Tenant from any of its obligations under this Lease which may not have been discharged or fully performed by any leasehold mortgagee, or its designees, provided,

however, the foregoing shall not be deemed a waiver of Landlord's right to seek monetary damages from Tenant for default occurring prior to such waiver to the extent permitted by the exculpation provision of this Lease;

(g) Notwithstanding the provisions of this Lease, if Landlord shall elect to terminate this Lease by reason of Tenant being in default of rent or other covenants of Tenant hereunder, then any leasehold mortgagees who shall be entitled to notice, shall have and be subrogated to any and all rights of Tenant with respect to the curing of any default and shall also have the right to postpone and extend the specified date for the termination of this Lease (fixed by Landlord in a notice given pursuant thereto), for a period of up to six (6) months, provided such leasehold mortgagee shall promptly and with continuity and due diligence cure, or be engaged promptly and with continuity and due diligence in curing, any then existing default of Tenant (other than any such default which is not susceptible of cure prior to acquiring the Tenant's interest in the Lease and, with respect to defaults not so susceptible of cure, for such longer period as may be necessary with diligence and continuity), and further provided that such leasehold mortgagee shall forthwith take steps to acquire Tenant's interest in the Lease by foreclosure of the Leasehold Mortgage or otherwise. If, before the date specified for the termination of this Lease as extended by such leasehold mortgagee, the Tenant shall be duly removed from possession, or proceedings have been instituted and are pending for such removal, and if the leasehold mortgagee or its designee shall deliver to Landlord its agreement and obligation to perform and observe the covenants and conditions to be performed by Tenant in this Lease, then, and only in such event, any such default on the part of the Tenant shall be deemed to be waived; provided, however, the foregoing shall not be deemed a waiver of Landlord's right to seek monetary damages from Tenant for defaults occurring prior to such waiver to the extent not inconsistent with the exculpation provision of this Lease.

(h) The leasehold mortgagee shall be named as an additional insured and loss payee, as its interest may appear, in all policies of insurance carried by Tenant pursuant to the provisions of this Lease. Duplicate originals of the policies of such insurance shall be held by any such leasehold mortgagee. If duplicate originals of such policies are not obtainable, certified copies thereof shall be delivered to Landlord. The proceeds of such insurance in case of loss shall be paid to Tenant in accordance with this Lease or to the leasehold mortgagee, in which event said holder shall hold all proceeds

which may be deemed trust funds to be used by Tenant for the purpose of rebuilding, restoring and repairing the improvements or, if Tenant shall elect to terminate the Lease, Tenant's interest in any proceeds of insurance shall be set over, transferred and assigned by Tenant to the leasehold mortgagee, to be applied to the extent of the balance of any principal, interest, or other payment due or which shall thereafter accrue or become due to said leasehold mortgagee with any excess to be disbursed to Tenant. To the extent required by the Leasehold Mortgage, Tenant hereby nominates and appoints the leasehold mortgagee its agent and attorney-in-fact in Tenant's name, place and stead, to file proofs of claim, settle and adjust any losses or claims arising under any policy of insurance carried by Tenant pursuant to the provisions of this Lease.

(i) The parties hereto shall give the leasehold mortgagee written notice of any condemnation proceedings affecting the Premises. The said leasehold mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings and the parties hereto hereby consent that the said leasehold mortgagee may be made such party or intervenor. Tenant's interest in any award or damages for such taking is hereby set over, transferred and assigned by Tenant to the leasehold mortgagee to the extent of the balance of any principal, interest or other payment due or which shall thereafter accrue or become due to the said leasehold mortgagee. In the event of a partial taking of the improvements on the Premises or a partial taking of the land forming part of the Premises which does not result in the cancellation or termination of this Lease, there shall be paid to Tenant, as trust funds, out of Tenant's interest in any award or damages for such taking, an amount equivalent to the cost to restore the improvements then on the Premises to a complete architectural unit, including without limitation, access cuts and roadways. Whatever repairs shall be made, shall be comparable in quality to the part of the building(s) or improvements so taken.

(j) The leasehold mortgagee shall be entitled, at its option, to contest the validity of any tax or charges agreed to be paid by Tenant, which right is hereby granted to said leasehold mortgagee provided that if said leasehold mortgagee shall become Tenant hereunder, the said leasehold mortgagee shall not be required to pay same under protest or to post any security or bond for any liability for taxes other charges, or penalties thereby contested; provided, however, the right to delay payment thereof shall continue only so long as such nonpayment or delay shall not expose Landlord's property to imminent sale or Landlord to criminal liabilities.

(k) No leasehold mortgagee shall be personally liable under this Lease unless and until such leasehold mortgagee shall become the owner of the leasehold estate, and then only for as long as it remains such owner subject to the provisions of this Lease and such liability shall be limited to such leasehold mortgagee's or designee's interest in this Lease. On any assignment of this Lease by any owner of the leasehold estate whose interest shall have been acquired by, through or under any leasehold mortgagee or shall have been derived immediately from any leasehold mortgagee thereof, the assignor shall be relieved of any further liability which may accrue hereunder from and after the date of assignment, it being the intention of the parties that once the leasehold mortgagee shall succeed to Tenant's interest hereunder, any and all subsequent assignments, whether by such leasehold mortgagee, any purchaser at foreclosure sale or other transferee, or any assignee of either shall effect a release of the assignor's liability provided that the assignor has obtained the written consent of Landlord to such assignment, which consent shall not be unreasonably delayed or withheld.

(l) Landlord, on request of Tenant or of the leasehold mortgagee, shall execute such reasonable modifications or amendments of this Lease as shall be required by said leasehold mortgagee or by a lending institution to which Tenant has made application for a leasehold mortgage provided the modifications do not increase the burdens or obligations or decrease the rights of Landlord or decrease the burdens or obligations of Tenant under the Lease, in any material way, including such modifications so as to enable Tenant to separately finance improvements to the Premises made in separate phases over the term of this Lease.

(m) Landlord further agrees that any rights which Landlord may have upon trade fixtures, equipment or personal property of Tenant as provided at law, shall at all times be subject and subordinate to the lien of any such Leasehold Mortgages. Landlord agrees to execute and deliver, on demand, in recordable form, any instruments which may reasonably be requested by any leasehold mortgagee to accomplish the aforesaid subordination of Landlord's rights hereunder, but always subject to Tenant's obligations under the terms of this Lease.

(n) Anything herein contained to the contrary notwithstanding, the provisions of this paragraph shall inure only to the benefit of the holder(s) of Leasehold Mortgages.

(o) Limitation on Mortgages by Landlord. Landlord hereby covenants and agrees that during the term of this Lease,

Landlord shall not have the right or power to mortgage or otherwise create any security or other liens or encumbrances upon or affecting the fee interest in the Premises, or the improvements, or any part thereof, at any time erected or situated thereon, and Landlord shall not have the right or power to mortgage or to modify, extend, renew, replace, refinance or otherwise change or affect any mortgage at any time or from time to time created by Tenant pursuant to this Lease, and Landlord covenants and agrees that all such rights and powers are hereby exclusively and irrevocably vested in and granted to Tenant, subject to the terms, conditions and limitations of Tenant's rights to mortgage under this Lease.

15. Eminent Domain.

(a) If the whole or a material part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, such that the Premises are no longer reasonably usable for the operation of CMS or the Garage, as the case may be, then, in that event, Tenant shall have the option of terminating the term of this Lease upon fifteen (15) days' written notice to Landlord, and, if this option is exercised the Lease shall terminate from the date on which title vests in the applicable governmental authority. A taking of a material portion of the Premises shall be deemed to mean a taking of such scope that the untaken portion of the Premises is insufficient to permit the restoration of the then-existing improvements thereof so as to constitute a complete medical research facility or parking garage, as the case may be.

(b) Any award for condemnation shall be paid first to Tenant, to the extent required to satisfy Tenant's leasehold mortgage and any other liens for which Tenant received express written permission of Landlord to incur. The balance of the award shall belong to Landlord. The parties agree to cooperate in applying for and in prosecuting any claim for such taking and further agree that the aggregate net awarded, after deducting all expenses and costs, including attorney's fees, incurred in connection therewith, shall be payable to Landlord and Tenant, as provided above. All rent, additional rent and other charges hereunder shall be apportioned as of the date of vesting of title.

In the event of a partial taking not resulting in the termination of this Lease pursuant to the provisions of this Paragraph 15, Tenant shall be entitled to pursue an award from the taking party for the value of the CMS and the Garage and other improvements on the Premises and the unexpired portion of

the leasehold estate taken and its other losses attributable to such taking, and Landlord shall be entitled to that portion of such award attributable to the value of its reversionary fee interest in the Premises following the expiration of the leasehold estate. The Tenant shall, to the extent of such award received, make all repairs to the CMS and the Parking Garage and other improvements on the Premises which are affected by such taking to the extent necessary to restore the same to a complete functional unit (to the extent permitted or practical, taking into consideration the amount of land remaining after any such taking).

16. **Destruction by Fire or Other Casualty.**

(a) The damage, destruction or partial destruction of the Garage, CMS or other improvements on the Premises shall not release or diminish Tenant's obligations hereunder, except as hereinafter expressly provided, and in case of damage to or destruction of the Garage, CMS or other improvements, Tenant shall, at its own expense, but subject, however, to the availability of insurance or condemnation proceeds, as applicable, promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. It is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to Tenant by Landlord for such repair or replacement subject to the receipt of all necessary municipal approvals and the rights of the Mortgagee (as such term is hereinafter defined).

(b) If the Premises and the Garage and/or the CMS shall be damaged by fire or any other cause required to be insured against hereunder, Tenant shall, with due diligence and reasonable promptness, but allowing for such time as may reasonably be required to adjust insurance proceeds and to prepare plans and specifications, restore the same at Tenant's sole expense in accordance with this Paragraph 16. Notwithstanding the foregoing, if the damage shall be so extensive, in the reasonable business judgment of Tenant arrived at in good faith, as to prevent the use of the Premises and the Garage and/or CMS by Tenant for its purposes, Tenant may, provided it has removed all debris from the Premises within six (6) months of the date of damage, no later than one (1) year after the date of the damage give Landlord a notice stating that it elects to cancel this Lease, and upon fulfillment of the conditions set forth in paragraph (f) of this Paragraph 16, this Lease shall be deemed cancelled and the term thereof shall expire on the date when such conditions are fulfilled, and Tenant shall surrender possession of the Premises as provided in Paragraph 34

hereof, and promptly thereafter the additional rent shall be apportioned as of the date of such expiration and any additional rent paid for any period beyond said date shall be repaid to Tenant. If this Lease is cancelled pursuant to this paragraph, Tenant shall have the absolute right to any proceeds of insurance required by Paragraph 11 hereof which are not needed to fulfill the conditions set forth in paragraph (f) of this Paragraph 16. Provided Tenant elects not to cancel the Lease, all restoration work shall be done and completed by Tenant at Tenant's sole expense with due diligence and reasonable promptness, subject to ordinary delays and to Force Majeure and to delays in the making of insurance adjustments. In such event, any insurance proceeds paid to Tenant pursuant to Paragraph 11 hereof shall be held by Tenant in trust to be used for the cost of restoration of the Premises and the Garage and/or CMS to a complete architectural unit before being applied to any other purpose. Any restoration, replacement, repair or rebuilding required to be made under this paragraph, involving an estimated costs of more than One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars shall be made under the supervision of an architect selected by Tenant and reasonably satisfactory to Landlord, at the expense of Tenant, and shall not be undertaken until plans and specifications of such work shall have been filed with and reviewed by Landlord, which review shall not be unreasonably withheld or delayed.

(c) In the event of any such damage by fire or other casualty which does not result in a cancellation of this Lease as aforesaid, the provisions of this Lease shall be unaffected and Tenant shall remain and continue liable for the payment of the Rent, additional rent and other charges required hereunder to be paid by Tenant, as though no damage by fire or other casualty had occurred.

(d) In the event that any of the insurance monies paid by the insurance company to Tenant (with respect to insurance required by Paragraph 11 hereof) shall remain after the completion of such work, repairs, restoration, reconstruction or erection, the excess shall be the property of and paid to Tenant.

(e) Tenant agrees to give prompt notice to Landlord with respect to all material fires and other material casualties occurring upon or about the Premises and Improvements.

(f) Each of the following requirements shall be a condition precedent to Tenant's right to cancel this Lease pursuant to this Paragraph 16:

(i) Tenant shall pay off, discharge and

satisfy or otherwise remove as a lien of record any Leasehold Mortgage under this Lease; and

(ii) Tenant shall pay to Landlord any and all Rent, additional rent and all other charges required to be paid by Tenant under this Lease and due and owing to Landlord up to the date of termination; and

(iii) Tenant shall remove and discharge of record any other liens, encumbrances or charges of any kind against the Premises and Improvements which were created or caused by Tenant, other than utility easements or other easements entered into in the ordinary course of construction or operation of the Premises and Improvements; and

(iv) Tenant shall remove all debris and traces of the Improvements from the Premises and restore the Premises to "green grass"; and

(v) Tenant shall pay all costs and expenses required to accomplish the clean-up described in (iv) above.

17. Indemnification. Except as otherwise provided herein, Tenant does hereby covenant and agree with Landlord that it will indemnify and hold Landlord harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone in and about the Premises due to any act or acts of omission or commission of Tenant, or Tenant's officers, agents, servants, invitees, employees, contractors or assignees. Landlord shall not be responsible or liable for any damage to any property, fixtures, buildings or other improvements, or for any injury to any person or persons, at any time on the Premises, including any injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or assignees, except as may result from any act or acts of omission or commission of Landlord or Landlord's officers, agents, servants, invitees, employees, assignees or contractors.

18. Utilities. Except as otherwise provided herein, Tenant shall pay all fees charged for all utilities utilized in connection with the use and occupancy of the Premises, including, but not limited to, gas, oil, electricity and telephone service.

19. Inspection. Landlord shall have the right to enter upon the Premises at any reasonable hour to inspect for compliance with the terms of this Lease. Landlord shall provide

Tenant with notice of the inspection at least thirty-six (36) hours prior to making the inspection.

20. Environmental Provisions.

(a) The parties shall comply with all environmental laws, orders and regulations of federal, state, county and municipal authorities, and with any directive issued pursuant to law by any public officer thereof, which shall impose any order or duty upon the parties pertaining to the construction, use or occupancy of the Premises by the parties, their assignees or sublessees. Each party agrees to indemnify and hold harmless the other party from any and all damages, losses, liabilities and expenses incurred or assessed against a party for any violations of this paragraph which result, in whole or in part, from the acts or omissions of the other party, its agents, employees, tenants or invitees.

(b) Each party shall have the right, upon giving written notice to the other party, to contest any obligations imposed upon the notifying party pursuant to the provisions of this paragraph, and to defer compliance during the pendency of the contesting proceedings, provided that the failure of one party to comply will not subject the other party to civil fine or criminal penalty.

(c) Notwithstanding the foregoing, in the event that the notifying party's failure to promptly fulfill the contested obligations would pose as imminent threat to public health, public safety and/or the environment, that party shall immediately perform whatever actions may be required to abate the immediate threat. Thereafter, that party may contest the obligations and defer further compliance, as set forth above.

(d) Each party shall provide the other with copies of all documents served upon a party or its counsel, and served by a party or its counsel, upon the governmental authority.

(e) Failure of a party to comply with the provisions of this paragraph shall be an act of breach and shall entitle the non-breaching party to pursue all applicable remedies.

(f) In the event that Tenant discovers any condition during the course of excavation and construction that would indicate the possible existence of hazardous substances on the Premises, Tenant shall immediately notify Landlord. Landlord shall investigate the matter at its sole cost and expense. If the substances are indeed hazardous (as defined in Paragraph 4(e)

herein), Tenant shall be entitled to terminate this Lease by giving written notice of its election to do so to Landlord and the leasehold mortgagee within thirty (30) days after Landlord advises it that such substances are hazardous, and any rent for the remainder of the calendar year shall be returned to Tenant within fifteen (15) days of the date of termination. The obligation to pay rent shall be suspended upon the date of discovery by Tenant of the evidence of hazardous substances. If Tenant elects not to terminate, Landlord may, in its sole discretion, take whatever actions are required by law to remediate, remove or otherwise clean up the Premises as required by applicable law ("Remediate"). If Landlord does not Remediate, then Tenant may elect to do so and deduct any expenses or costs therefor from the Rent. Landlord shall forever be responsible for and at its own expense defend Tenant from and against all claims, demands, liabilities, losses, damages, suits, judgments, orders, costs and expenses asserted at any time, by any person or entity arising from the release or threatened release of any hazardous materials in the soils or ground water, on, in or under the Premises, which occurs or arises and is attributable to acts or omissions occurring before the date of this Lease.

21. Recognition and Attornment. Subject to the satisfaction of the conditions specified in Paragraph 13 hereof, Landlord agrees upon request of Tenant to execute and deliver to Tenant for delivery to any sublessee of all or part of CMS a recognition agreement, in recordable form and otherwise in form reasonably satisfactory to Tenant, stating, in effect, that it will not terminate the sublease or evict the sublessee, and will recognize the sublessee's rights under the sublease as if Landlord were the original sublandlord thereunder, notwithstanding any default under and termination of this Lease, provided that there is no uncured event of default then existing under the sublease which entitles the sublandlord thereunder immediately to terminate the sublease and provided further that the sublessee has agreed in the sublease and, if requested, reconfirms in writing, at the time, its agreement to attorn to Landlord. Any such recognition agreement shall provide that neither Landlord nor anyone claiming under Landlord shall be liable for any act or omission of any prior sublandlord (including, without limitation, the then defaulting sublandlord), or subject to any offsets or defenses which such sublessee may have against any prior sublandlord (including, without limitation, the then defaulting sublandlord), or bound by any payment of rent which such sublessee might have paid for more than the current month to any prior sublandlord (including, without limitation, the then defaulting sublandlord).

22. Memorandum of Lease. This Lease shall not be recorded. Landlord and Tenant shall execute and acknowledge a memorandum of lease simultaneously with their execution of this Lease, and either party may record such memorandum at the recording party's expense. If it becomes necessary to revise the initial memorandum of lease after it is executed, Landlord and Tenant shall, within ten (10) days after request made by either party, execute, acknowledge and deliver to the requesting party an amended memorandum of lease, which either party may record at the recording party's expense. Upon termination of the Lease at the end of the Term or otherwise, Landlord and Tenant shall execute, acknowledge and deliver the necessary documents to release of record any such memorandum of lease.

23. Force Majeure. If either party is delayed or prevented from the performance of any act required hereunder or the satisfaction of any condition contained herein by reason of an act of God, strike, lockout (financial inability excepted), then upon notice to the other party the period for the performance of such act or the satisfaction of such condition shall be extended for a period equal to the period of such delay, not to exceed sixty (60) days, provided however the party so delayed or prevented from performing shall diligently proceed to make good faith efforts to remedy the cause of delay and to resume performance.

24. Default. The following shall be events of default on the part of Tenant under the terms of this Lease:

(a) failure to satisfy Tenant's rent or added rent obligations, as provided herein;

(b) failure to comply with any material law, regulation, policy or order of any lawful governmental authority;

(c) failure to comply with any other material provision contained herein; or,

(d) vacating or abandoning the Premises; or

(e) If Tenant shall assign, mortgage or encumber this Lease, or sublet the whole or any part of the Premises, other than as expressly permitted hereunder; provided, however, that Tenant shall have a period of thirty (30) days after written notice from Landlord of the filing of any mechanic's lien or other lien, charge or order of the payment of money against all or any part of the Premises to cause the same to be discharged of record or bonded.

In the event of default, Landlord shall give written notice of default to Tenant, specifying the nature of the default. Tenant shall have fifteen (15) days from the date of notice to cure a default in rent obligations. Tenant shall be entitled to sixty (60) days from the date of notice to cure all other defaults; provided, however, if Tenant shall commence curing the default within the sixty (60) day period and shall thereafter diligently prosecute the same then said sixty (60) day period shall be correspondingly extended for such reasonable period as is required to cure the same.

Upon the happening of any one or more of the aforementioned Events of Default, and the expiration of the period of time or curing the same (if any), Landlord may give to Tenant a notice of intention to end the term of this Lease ("Notice of Termination"), and at the expiration of fifteen (15) days from the date of service of such Notice of Termination, without further demand for rent due or for the observance or performance of any of the terms, conditions or agreements hereunder, unless Tenant has cured the particular Event(s) of Default during such fifteen (15) day period, the Term of this Lease shall terminate (subject to the rights of any Mortgagee(s) to keep this Lease in force and effect as herein provided), and Tenant shall then quit and peacefully surrender the Premises and Improvements to Landlord, but Tenant shall remain liable as hereinafter provided.

In case of any such termination, and subject to the provisions of Paragraph 14 hereof, Landlord and Tenant agree that Landlord, upon, or at any time after the expiration or termination of this Lease, without additional notice and without prejudice to any other rights and remedies it shall have at law or in equity, may re-enter the Premises and Improvements, and remove from them Tenant, its agents, employees, servants, licensees, either by summary dispossession proceedings or by any suitable action or proceeding at law or in equity, or by such force or otherwise, without being liable to indictment, prosecution or damages for such action, and may repossess and have, hold and enjoy the Premises and the Improvements.

In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, Landlord may enjoin the breach or threatened breach and may invoke any right and remedy allowed at law, in equity, by statute, or otherwise as though re-entry, summary proceedings, and the other remedies were not available under this Lease.

Each right and remedy under this Lease shall be cumulative

and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Landlord of any one or more of those rights or remedies shall not preclude the simultaneous or later exercise by Landlord or any or all other rights or remedies Landlord may have.

Landlord may, at its option, from time to time, commence actions to recover any Rent, additional rent or other damages, and nothing in this Lease shall be deemed to require Landlord to await the date this Lease would have expired had there been no default by Tenant or no termination by Landlord.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be deemed in default under this Lease unless and until all applicable grace periods herein for curing same shall expired.

The following shall be events of default on the part of Landlord under the terms of this Lease:

- (a) failure to satisfy Landlord's obligations with respect to Landlord's Spaces, as provided herein;
- (b) failure to comply with any material law, regulation, policy or order of any lawful governmental authority;
- (c) failure to comply with any other material provision obligation of Landlord contained herein; or,
- (d) vacating or abandoning Landlord's Spaces.

In the event of default, Tenant shall give written notice of default to Landlord, specifying the nature of the default. Landlord shall have fifteen (15) days from the date of notice to cure a default in Landlord's obligations with respect to Landlord's Spaces. Landlord shall be entitled to sixty (60) days from the date of notice to cure all other defaults. If Landlord fails to cure the default within the specified time, Tenant may pursue any and all remedies allowed by law.

25. Right of First Refusal. If the Landlord shall receive a bona fide written offer for the purchase of the Premises, then Landlord shall deliver to Tenant a notice setting forth the asking price and terms and conditions of the sale as stated in the bona fide written offer (the "Sale Terms"). Tenant shall have the right to exercise a right of first refusal to purchase the Premises based upon the Sale Terms by giving written

notification to Landlord of its intention to do so within thirty (30) days after receiving written notice from Landlord. If Tenant gives such written notice to the Landlord, Tenant must consummate the closing within one hundred twenty (120) days of the date of Tenant's notice to Landlord; provided, however, that Tenant shall be entitled to all customary contingencies and representations, including but not limited to representations and contingencies based upon the Landlord conveying good and marketable title, free and clear of all liens, leases and other encumbrances, financing and for all customary structural, environmental, zoning and survey inspections.

26. Trash. Tenant shall store all trash, debris and all other waste materials in a fire-proof container, and normal office waste paper and other normal office trash in waste baskets on or within the leased Premises.

27. Quiet Enjoyment/Surrender. Landlord covenants and agrees that Tenant may peaceably and quietly enjoy the Premises, subject, however, to Tenant's fulfillment of the covenants and agreements contained in this Lease. Upon the expiration or earlier termination of the term of this Lease, Tenant shall quit and peacefully surrender and deliver to Landlord the possession and use of the Premises and the Improvements to the extent they exist on such expiration or earlier termination date, without delay, in such order, condition and repair, except for reasonable wear and tear after the last necessary repair, replacement, restoration or renewal made by Tenant as Tenant is required to make during the term of this Lease, and free and clear of all liens, encumbrances and charges. Upon surrender, Tenant shall assign to Landlord or Landlord's designee all subleases and other agreements and rights relating to the operation or use of the Premises or the Improvements, or Tenant's interest in them, as Landlord may request.

28. Notices. Any notice required to be given to Landlord shall be in writing and sent certified mail, return receipt requested, to the following address:

University Heights Association, Inc.
130 New Scotland Avenue
Albany, New York 12208-3475
Attn: Joseph Coffey

with a copy to:

Girvin & Ferlazzo, P.C.

20 Corporate Woods Boulevard
Albany, New York 12211

Any notice required to be given to Tenant shall be in writing and sent certified mail, return receipt requested, to the following address:

Charitable Leadership Foundation
747 Pierce Road
Clifton Park, New York 12065
Attn: Richard C. Liebich, Trustee

with a copy to:

Charitable Leadership Foundation
747 Pierce Road
Clifton Park, New York 12065
Attn: Rosemary Weaver McKenna, Esq., General Counsel

29. Waiver. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

30. Amendments. This Agreement may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.

31. Captions. The captions preceding the paragraphs of this Lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe the scope of this Lease nor the intent of any provision of this Lease.

32. Assignment. Neither party shall assign its rights or obligations under this Lease without the express written consent of the other party, which shall not unreasonably withheld; provided, however, that Tenant may assign its interest to a not-for-profit entity to be created by Tenant for the purpose of owning and operating the Improvements without first obtaining Landlord's prior written consent, and provided that Tenant shall not be released from any obligation hereunder without Landlord's prior written consent. If a party agrees to give its consent to the assignment, it may condition the consent on receiving a satisfactory financial statement from the assignee. The assigning party shall provide the other party with a fully executed copy of the assignment and all ancillary documents pertinent to the transfer. Notwithstanding anything contained in

this paragraph to the contrary:

(a) any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy code (11 U.S.C. §101, et seq.) shall be deemed without act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment; and,

(b) this Lease shall not prohibit, limit or restrict an assignment in connection with a holder of a Leasehold Mortgage (as that term is defined in Paragraph 14 hereof) or in connection with a conveyance in lieu of foreclosure, trustee's deed, referee's conveyance in the enforcement of remedies under a Leasehold Mortgage or a re-conveyance resulting therefrom.

33. Requirements of Public Authority.

(a) During the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of all federal, state and local governments, and all other governmental authorities having jurisdiction over the Premises, the appurtenances thereto or any part thereof, whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed on Landlord or Tenant because of the failure of Tenant to comply with the covenants of this paragraph (a).

(b) Tenant shall have the right, provided such right is without cost to Landlord, to contest by appropriate legal proceedings diligently conducted in good faith, and with due regard for Landlord's interests, in the name of the Tenant, Landlord (if legally required) or both, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) above, and if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be reasonably required to permit Tenant so to contest the validity or

application of any such law, ordinance, order, rule, regulation or requirement.

34. Covenant Against Liens.

(a) Except as provided in paragraph "14" hereof, Tenant shall not create or permit to be created and shall remove by discharge, payment, bond or otherwise any mechanic's, laborer's, or materialman's lien, encumbrance or charge upon the Improvements, relating to or arising out of work and/or services provided to, for or on behalf of Tenant (the "lien").

(b) If any lien included in Paragraph 34 hereof shall be filed against the Premises, the Improvements, or any part of either, Tenant, at Tenant's own cost and expense, within sixty (60) days after notice of the filing of the lien or such longer period as is necessary, so long as Tenant is prosecuting a contest pursuant to Paragraph 34 hereof, shall discharge or pay or otherwise remove the same of record or post a bond satisfactory to Landlord to assure the discharge of the lien. If Tenant fails to discharge or bond the lien within 60 days (or longer) Landlord, in addition to any other right or remedy Landlord may have, and without waiving its right to declare a default, may post a bond to assure the discharge of the lien. Any amounts paid by Landlord in the bonding of the lien, including, but not limited to, penalties, interest, costs, allowances and reasonable attorney's fees, together with interest at the maximum rate allowed by law, shall constitute additional rent under this Lease and shall be paid by Tenant to Landlord on demand.

(c) Landlord shall not create or permit to be created a lien arising out of work or services provided to, for or on behalf of Landlord and any such lien shall be discharged promptly by Landlord. If Landlord fails to discharge or bond the lien within 60 days (or longer) Tenant, in addition to any other right or remedy Tenant may have, and without waiving its right to declare a default, may post a bond to assure the discharge of the lien. Any amounts paid by Tenant in the bonding of the lien, including, but not limited to, penalties, interest, costs, allowances and reasonable attorney's fees, together with interest at the maximum rate allowed by law to be paid by Landlord to Tenant on demand.

35. Prohibition of Involuntary Assignment; Effect of Bankruptcy or Insolvency. Neither the interest of the Landlord in this Lease nor the leasehold interest of either party, nor any interest of Tenant hereunder in the Premises or in the

Improvements, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect, subject, however, to the rights of any leasehold mortgagee as set forth in Paragraph 14, including, without limitation, the assignment of Tenant's interest in this Lease pursuant to the terms of any Leasehold Mortgage (as that term is defined in Paragraph 14 hereunder) to the (a) leasehold mortgagee; (ii) the assignee or designee of the leasehold mortgagee; (iii) the purchaser of the interest of the Tenant by assignment in lieu of foreclosure of the Leasehold Mortgage; or, (iv) the purchaser of the interest of the Tenant at a foreclosure sale.

Without limiting the generality of the foregoing, but subject, however, to the rights of the leasehold mortgagee set forth in Paragraph 14, Landlord and Tenant agree that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against either party, and, if such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement or plan or reorganization, or in the event either party is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Landlord or Tenant is a party, with authority to take possession or control of the Premises or the business conducted thereby by Tenant, and such receiver is not discharged within a period of thirty (30) days after his appointment, any such even or any involuntary assignment prohibited by the preceding paragraph shall be deemed to constitute a breach of this Lease by Tenant, but the same shall not cause Tenant to be disturbed in possession if it is otherwise in substantial compliance with the terms of this Lease.

36. Miscellaneous.

(a) No amendment, modification, or alteration of terms hereof shall be binding unless the same be in writing and duly executed by the parties hereto.

(b) The laws of the state of New York shall govern the validity, interpretation, construction and performance of this Lease.

(c) This Lease, together with any agreement of even date and signed by the parties, represents the sole and only agreement of the parties hereto and supersedes any prior understandings,

written or oral agreements between the parties. This Lease shall be binding and inure to the benefit of Landlord and Tenant and their respective successors and assigns and shall run with the land.

(d) This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one agreement.

(e) Any exhibits or schedules attached hereto are incorporated herein and made a part hereof.

(f) In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In such event, however, the parties hereto shall negotiate in good faith to amend this Lease to the maximum extent practicable to implement and give effect to the intention of the parties as reflected herein.

(g) This Lease creates a landlord/tenant relationship only and does not and shall not be deemed to create a master/servant, agency, partnership, joint venture or other relationship between the parties. Landlord is solely responsible for the payment of transfer tax, if any, resulting from this Lease.

(h) The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms hereof or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue in full force and effect.

(i) Each party hereby severally represents that it has been duly authorized to execute, deliver and perform the Lease through its board of directors, members, trustees, officers or agents signing on its behalf.

(j) The leasehold estate shall not merge with the fee estate in the event that the same person or entity acquires, owns or holds, directly or indirectly, the fee estate and the leasehold estate in the Premises, unless and until all persons including the leasehold mortgagee having an interest in the estate created by this Lease shall have joined in a written instrument in form for recording declaring the intention to so merge the estate.


(k) The parties warrant and represent to each other that no real estate broker or agent was instrumental or in any way responsible in bringing about this Lease. Each party agrees to indemnify and hold harmless the other party from and against any and all claims, suits, liabilities, losses and expenses, including, without limitation, reasonable attorneys' fees and disbursements, arising out the breach of this warranty and representation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD

UNIVERSITY HEIGHTS ASSOCIATION, INC.


By:

 EXECUTIVE DIRECTOR
(Name and Title)

TENANT

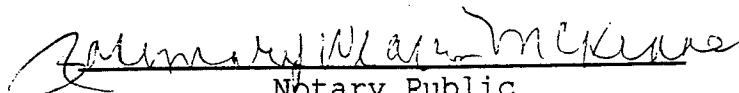
CHARITABLE LEADERSHIP FOUNDATION

By:


Richard C. Liebich, Trustee

STATE OF NEW YORK)
) ss.:
COUNTY OF Albany)

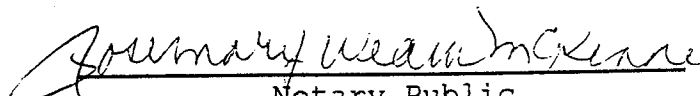
On the 8th day of February in the year 2002 before me, the undersigned, a notary public in and for said state, personally appeared RICHARD C. LIEBICH personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

ROSEMARY WEAVER McKENNA
Notary Public, State of New York
No. 4963661
Qualified in Albany County
Commission Expires April 18, 2007

On the 11th day of February in the year 2002 before me, the undersigned, a notary public in and for said state, personally appeared JOSEPH COFFEY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ROSEMARY WEAVER McKENNA
Notary Public, State of New York
No. 4963661
Qualified in Albany County
Commission Expires April 18, 2007

SCHEDULE A

Premises Description

All that parcel of land situate in the City of Albany, County of Albany, State of New York being more particularly bounded and described as follows:

See attached



M.J. ENGINEERING AND LAND SURVEYING, P.C.

1533 Crescent Road Clifton Park, New York 12065

Phone: 518-371-0799 Fax: 518-371-0822 E-Mail: mjelspc@mjels.com Web: www.mjels.com

Revised January 21, 2002

Proposed Lease Description

Center for Medical Science

Beginning at a point in the division line between lands now or formerly of Russell Sage College as described in Liber 1709 of Deeds at Page 417 to the West and the parcel herein described to the East, said parcel being a portion of the lands now or formerly of University Heights Association, Inc. as described in Liber 2636 of Deeds at Page 1098; said point being located South $05^{\circ} - 48' - 00''$ East 333.25' as measured along said division line from its intersection with the southerly bounds of New Scotland Avenue; thence South $85^{\circ} - 53' - 11''$ East, through said lands now or formerly of University Heights Association, Inc., 399.84' to a point in the division line between the lands now or formerly of the People of the State of New York as described in Liber 660 of Deeds at Page 241 to the East and said lands now or formerly of University Heights Association, Inc. to the West; thence South $05^{\circ} - 48' - 00''$ East, along the last mentioned division line in part and in part along other lands now or formerly of University Heights Association, Inc. as described in Liber 2566 of Deeds at Page 975, 557.38' to a point; thence South $84^{\circ} - 12' - 00''$ West, through first mentioned lands now or formerly of University Heights Association, Inc., 393.87' to a point in the division line between lands now or formerly of the Albany Orphan Asylum as described in Liber 564 of Deeds at Page 28 to the West and the first mentioned lands of University Heights Association, Inc. to the East; thence North $5^{\circ} - 48' - 00''$ West, along the last mentioned division line in part and in part along the first mentioned division line between the lands now or formerly of Russell Sage College to the West and said lands now or formerly of University Heights Association, Inc. to the East; 626.22' to the point and place of beginning, being 5.351 acres of land more or less.

All bearings referred to True North.

SCHEDULE B

Released Premises Description

All that parcel of land situate in the City of Albany, County of Albany, State of New York being more particularly bounded and described as follows:

See attached



M.J. ENGINEERING AND LAND SURVEYING, P.C.

1533 Crescent Road Clifton Park, New York 12065

Phone: 518-371-0799 Fax: 518-371-0822 E-Mail: mjelspc@mjels.com Web: www.mjels.com

February 8, 2002

Proposed Released Premises Description

Center for Medical Science

Beginning at a point in the division line between lands now or formerly of Russell Sage College as described in Liber 1709 of Deeds at Page 417 to the West and the parcel herein described to the East, said parcel being a portion of the lands now or formerly of University Heights Association, Inc. as described in Liber 2636 of Deeds at Page 1098; said point being located South $05^{\circ} - 48' - 00''$ East 333.25' as measured along said division line from its intersection with the southerly bounds of New Scotland Avenue; thence South $85^{\circ} - 53' - 11''$ East, through said lands now or formerly of University Heights Association, Inc., 399.84' to a point in the division line between the lands now or formerly of the People of the State of New York as described in Liber 660 of Deeds at Page 241 to the East and said lands now or formerly of University Heights Association, Inc. to the West; thence South $05^{\circ} - 48' - 00''$ East, along the last mentioned division line 25.38', thence North $85^{\circ} - 53' - 11''$ West, through said lands now or formerly of University Heights Association, Inc., 399.84' to a point in the first mentioned division line between the lands now or formerly of Russell Sage College to the West and said lands now or formerly of University Heights Association, Inc. to the East; thence North $5^{\circ} - 48' - 00''$ West, along the last mentioned division line 25.38' to the point and place of beginning, being 9,996 +/- square feet or 0.229 acre of land more or less.

All bearings referred to True North.

SCHEDULE C

Construction Insurance Requirements

1. **WORKERS' COMPENSATION**

Statutory/Employer's Liability Coverage \$500,000

2. **COMPREHENSIVE GENERAL PUBLIC LIABILITY**

a. General Coverage

i. Bodily injury including accidental death
Each person \$1,000,000
Each occurrence \$1,000,000

ii. Property damage (broad form)
Each occurrence \$1,000,000
Aggregate for 12-month period \$1,000,000

b. Contractual Liability

i. Bodily injury including accidental death
Each person \$1,000,000
Each occurrence \$1,000,000

ii. Property damage (broad form)
Each occurrence \$1,000,000
Aggregate for 12-month period \$1,000,000

c. Comprehensive Contractor's Protective Liability

i. Bodily injury including accidental death
Each person \$1,000,000
Each occurrence \$1,000,000

ii. Property damage (broad form)
Each occurrence \$1,000,000
Aggregate for 12-month period \$1,000,000

d. Explosion, Collapse and Damage to Underground Utilities

i. Bodily injury including accidental death
Each person \$1,000,000

- Each occurrence \$1,000,000
- ii. Property damage (broad form)
- Each occurrence \$1,000,000
Aggregate for 12-month period \$1,000,000
- e. Products and Completed Operations for three years after final acceptance of the work by CLF
- i. Bodily injury including accidental death
- Each person \$1,000,000
Each occurrence \$1,000,000
- ii. Property damage (broad form)
- Each occurrence \$1,000,000
Aggregate for 12-month period \$1,000,000
- f. Umbrella Excess Liability for three years after final acceptance of the work by CLF
- Aggregate for 12-month period \$4,000,000
3. **COMPREHENSIVE AUTOMOBILE LIABILITY**
Covering all vehicles used by the contractor in the course of the work, whether owned, non-owned or hired
- i. Bodily injury including accidental death
- Each person \$1,000,000
Each occurrence \$1,000,000
- ii. Property damage (broad form)
- Each occurrence \$ 500,000
4. **CONTRACTOR'S PROTECTIVE PROPERTY**
- i. "All risk" to protect against loss or damage to owned or rented equipment
- Each occurrence \$ 500,000
Aggregate for 12-month period \$ 500,000

Except for Builders Risk which will may have a deductible of no more than \$5,000.00, all insurance listed above will have a

"zero" deductible. The contractor will require that all subcontractors be covered by Workers' Compensation Insurance, Comprehensive General Liability and Comprehensive Automobile Liability Insurance in the same amounts as required of the contractor or such lesser amounts as CLF may approve in writing.

EXHIBIT 1

FORM OF EASEMENT AGREEMENT

EASEMENT AGREEMENT

THIS AGREEMENT, made on _____, by and between CHARITABLE LEADERSHIP FOUNDATION, 747 Pierce Road, Clifton Park, New York 12065 ("CLF") and **UNIVERSITY HEIGHTS ASSOCIATION, INC.** ("UHA").

RECITALS

WHEREAS, UHA is the record owner of the real property and improvements located at 130-178 New Scotland Avenue, Albany, New York, more particularly described in a deed recorded in the Albany County Clerk's Office in Liber 2636 of Deeds at Page 1098 (the "Armory Parcel"); and

WHEREAS, CLF is the tenant under a ground lease with UHA (the "Ground Lease") for a portion of the Armory Parcel known and designated as 150 New Scotland Avenue, Albany, New York ("Parcel A"), which is improved by an approximately 150,000 square foot building known as the Center for Medical Sciences ("CMS"); and

WHEREAS, UHA desires to have CLF release a portion of Parcel A from the Ground Lease, as more particularly described in Schedule "A" attached hereto and made a part hereof (the "Released Premises") and, in consideration of such release, UHA will grant to CLF an easement over the Released Premises, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements. UHA grants and releases unto CLF and its successors and/or assigns forever, a permanent right, privilege and easement to use the Released Premises for the purpose of drainage, maintenance of Parcel A, installation of utilities to Parcel A, greenspace or any other purpose reasonably required by CLF in connection with its use and enjoyment of Parcel A, for so long as the Ground Lease is in effect. For so long as the Ground Lease is in effect, UHA agrees that it shall refrain from improving the Released Premises and will not alter or otherwise interfere with any improvements which CLF has made upon the Released Premises.

Any encumbrances on the Released Premises shall be subordinate to the rights of CLF under this easement.

2. Insurance/Maintenance. CLF shall be responsible for maintaining the Released Premises in a usable and neat manner. CLF shall maintain, at all times, policies of liability insurance covering the Released Premises, with UHA named as an additional insured, in reasonable form and amounts.
3. Use of Released Premises. CLF, its employees, invitees and visitors, shall have the sole and exclusive right to use the Released Premises for so long as the Ground Lease is in effect.
4. Binding Effect. The easement shall commence upon the execution and delivery of this agreement and the covenants, agreements and grants herein made shall be deemed covenants appurtenant to and running with the land and this agreement shall be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first written above.

CHARITABLE LEADERSHIP FOUNDATION

By: _____
Richard C. Liebich, Trustee

UNIVERSITY HEIGHTS ASSOCIATION, INC.

By: _____
Joseph Coffey, Executive Director

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the ____ day of February in the year 2002 before me, the undersigned, a notary public in and for said state, personally appeared RICHARD C. LIEBICH personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On the ____ day of February in the year 2002 before me, the undersigned, a notary public in and for said state, personally appeared JOSEPH COFFEY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"
PROPERTY DESCRIPTION

All that parcel of land situate in the City of Albany, County of Albany, State of New York being more particularly bounded and described as follows:

Record & Return:
ROSEMARY WEAVER MCKENNA, ESQ.
Charitable Leadership Foundation
747 Pierce Road
Clifton Park, New York 12065

G:\CLF Research Tower\Ground Lease - UHA\Ground Lease_020702.wpd



M.J. ENGINEERING AND LAND SURVEYING, P.C.

1533 Crescent Road Clifton Park, New York 12065

Phone: 518-371-0799 Fax: 518-371-0822 E-Mail: mjelspc@mjels.com Web: www.mjels.com

Revised January 21, 2002

Proposed Lease Description

Center for Medical Science

Beginning at a point in the division line between lands now or formerly of Russell Sage College as described in Liber 1709 of Deeds at Page 417 to the West and the parcel herein described to the East, said parcel being a portion of the lands now or formerly of University Heights Association, Inc. as described in Liber 2636 of Deeds at Page 1098; said point being located South $05^{\circ} - 48' - 00''$ East 333.25' as measured along said division line from its intersection with the southerly bounds of New Scotland Avenue; thence South $85^{\circ} - 53' - 11''$ East, through said lands now or formerly of University Heights Association, Inc., 399.84' to a point in the division line between the lands now or formerly of the People of the State of New York as described in Liber 660 of Deeds at Page 241 to the East and said lands now or formerly of University Heights Association, Inc. to the West; thence South $05^{\circ} - 48' - 00''$ East, along the last mentioned division line in part and in part along other lands now or formerly of University Heights Association, Inc. as described in Liber 2566 of Deeds at Page 975, 557.38' to a point; thence South $84^{\circ} - 12' - 00''$ West, through first mentioned lands now or formerly of University Heights Association, Inc., 393.87' to a point in the division line between lands now or formerly of the Albany Orphan Asylum as described in Liber 564 of Deeds at Page 28 to the West and the first mentioned lands of University Heights Association, Inc. to the East; thence North $5^{\circ} - 48' - 00''$ West, along the last mentioned division line in part and in part along the first mentioned division line between the lands now or formerly of Russell Sage College to the West and said lands now or formerly of University Heights Association, Inc. to the East; 626.22' to the point and place of beginning, being 5.351 acres of land more or less.

All bearings referred to True North.

EXHIBIT B

At a Special Term of the Supreme Court of the State of New York held in and for the County of Saratoga, located at Municipal Center, 30 McMaster St., Ballston Spa, New York 12020, on this 20th day of August, 2012.

SUPREME COURT
STATE OF NEW YORK COUNTY OF SARATOGA

In the Matter of the Application of
THE BOARD OF DIRECTORS OF
CENTER FOR MEDICAL SCIENCE, INC.,

NOTICE OF ENTRY
RJI 45-1-2012-0407

Petitioners,

Index No. 2012-983

for the Judicial Dissolution of

CENTER FOR MEDICAL SCIENCE, INC.

and for related relief pursuant to
Section 1102(a)(1)(A) of the
New York Not-For-Profit Corporation Law

THE ATTORNEY GENERAL
OF THE STATE OF NEW YORK

Designated as a necessary party pursuant to
Section 1102(b) of the
New York Not-For-Profit Corporation Law

PLEASE TAKE NOTICE that the attached document is a true copy of the Order of Dissolution, which the Hon. Ann C. Crowell, signed on August, 20, 2012 and duly entered in the Saratoga County Clerk's Office on August, 20, 2012.

Dated: August 21, 2012
Albany, New York

HARRIS BEACH PLLC

By: 

Karl J. Sleight
Attorneys for Petitioners
The Board of Directors for the
Center for Medical Science, Inc.
677 Broadway, Suite 1101
Albany, New York 12207
Telephone: (518) 701-2716

TO:

Carol Connor Cohen,
Counsel for Wells Fargo Bank
1050 Connecticut Avenue, NS
Washington, DC 20036-5339

Patrick Morphy
New York State Assistant Attorney General
Charities Bureau
The Capitol
Albany, New York 12224-0341

Joann Sternheimer,
Local Counsel for Wells Fargo Bank
8 Thurlow Terrace
Albany, New York 12203

Paul A. Levine,
Court-Appointed Receiver
50 Beaver Street
Albany, New York 12207

Richard Frankel,
Counsel for Renaissance Corporation of Albany
Iseman, Cunningham, Riester & Hyde, LLP
9 Thurlow Terrace
Albany, New York 12203

Timothy Brennan,
Counsel for BBL Construction Services, LLC
Phelan, Phelan & Danek, LLP
302 Washington Avenue Extension, Suite 3
Albany, New York 12203

James Lagios,
Counsel for the Silverman Foundation
Iseman, Cunningham, Riester & Hyde, LLP
9 Thurlow Terrace
Albany, New York 12203

At a Special Term of the Supreme Court of the State of New York held in and for the County of Saratoga, located at Municipal Center, 30 McMaster St., Ballston Spa, New York 12020, on this 20 day of August, 2012.

SUPREME COURT
STATE OF NEW YORK COUNTY OF SARATOGA

In the Matter of the Application of
THE BOARD OF DIRECTORS OF
CENTER FOR MEDICAL SCIENCE, INC.,

Petitioners,

for the Judicial Dissolution of

CENTER FOR MEDICAL SCIENCE, INC.

and for related relief pursuant to
Section 1102(a)(1)(A) of the
New York Not-For-Profit Corporation Law

THE ATTORNEY GENERAL
OF THE STATE OF NEW YORK

Designated as a necessary party pursuant to
Section 1102(b) of the
New York Not-For-Profit Corporation Law

**ORDER OF
DISSOLUTION**

RJI 45-1-2012-0407

Index No. 2012-983

2012 AUG 20 PM 3:21
SARATOGA COUNTY
CLERK'S OFFICE
BALLSTON SPA, NY

FILED

On reading the Verified Petition filed herein on March 27, 2012, by Richard C. Liebich and Virginia B. Liebich, being the current members of the Board of Directors of Center for Medical Science, Inc. ("CMS") and the Order to Show Cause made thereon April, 3 2012, requiring all persons interested in said corporation to show cause on May, 23 2012, which return date was subsequently adjourned to June 28, 2012, before the Court why the said company should not be dissolved; and it appearing that Renaissance Corporation of Albany has made itself

a party to this proceeding by filing a notice of appearance, dated June 15, 2012, with the clerk of this court; and it appearing that Wells Fargo Bank, N.A., has made itself a party to this proceeding by filing a notice of appearance, dated May 3, 2012, with the clerk of this court;

And on reading and filing the affidavit of Richard C. Liebich, sworn to on March 2, 2012, in support of CMS' petition for dissolution; and the Receiver's Response to Application of the Board of Directors of Center for Medical Science, Inc. for Judicial Dissolution, dated May 16, 2012 submitted by Paul Levine, the Receiver of the Project (as hereinafter defined) appointed in the foreclosure proceeding ("Foreclosure Proceeding") entitled *Wells Fargo Bank, N.A. v. Center for Medical Science, Inc.*, commenced in New York State Albany County Supreme Court (Index No. 6887-11, RJ1 No. 01-11-105281); and the affidavit of Timothy S. Brennan, sworn to on June 11, 2012, and the affidavit of David Jaroslawicz, sworn to on June 20, 2012, both in opposition to CMS' petition for dissolution on behalf of BBL Construction Services, LLC and Marty & Dorothy Silverman Foundation, respectively, and publication of the Order to Show Cause according to its terms and as required by law having been made; and

CMS, having appeared by its attorneys Harris Beach PLLC, Christopher A. Andreucci and Karl J. Sleight; Marty & Dorothy Silverman Foundation, having appeared by its attorneys Jaroslawicz & Jaros and through local counsel, Iseman, Cunningham, Riester & Hyde, LLP, James P. Lagios; BBL Construction Services, LLC, having appeared by its attorneys Phelan, Phelan & Danek, LLP, Timothy S. Brennan; Renaissance Corporation of Albany, having appeared by its attorneys Iseman, Cunningham, Riester & Hyde, LLP, Richard A. Frankel; Wells Fargo Bank, N.A., having appeared by its attorneys Deily, Mooney and Glastetter, LLP, Joann Sternheimer and Arent Fox LLP, Carol Connor Cohen; and the Attorney General of the State of New York, represented by Assistant Attorney General Patrick Morphy; and

Now, on motion of Harris Beach PLLC, attorney for CMS, and due deliberation having been had by this Court, it is hereby

ORDERED, that CMS be and hereby is dissolved, and it is further,

ORDERED, that CMS' interest in the "Project," defined as (a) the acquisition of a leasehold interest in the medical research facility located at 150 New Scotland Avenue, Albany, New York (the "Project Site"); (b) the construction on the Project Site of the biomedical research facility known as The Center for Medical Science (the "Medical Research Building") and an approximately 600 space multi-tier parking garage; (c) the acquisition and installation in the Medical Research Building of certain machinery and equipment (the "Equipment"), and all assets encumbered by a mortgage dated as of June 1, 2002 (the "Mortgage"), from the City of Albany Industrial Development Agency and The Charitable Leadership Foundation ("CLF") to Wells Fargo Bank, N.A., as successor trustee (the "Trustee"), which such Mortgage grants to the Trustee a first mortgage lien on CMS's interest in the Project as successor to CLF and a first priority security interest in the Equipment, including without limitation, the motor vehicles/moving stock referenced in paragraph 33 of the Verified Petition consisting of (i) a 2003 Chevy Silverado, together with snow plow and snow removal equipment valued at approximately \$9,849.00, and (ii) a 2006 Model 317 John Deere Skid Steer Loader valued at approximately \$18,081.95, and the net settlement proceeds described in paragraph 35 of the Verified Petition in an amount equal to approximately \$315,000 deemed to be assets of CMS, and (d) all sub-tenant leases, contracts, and licenses necessary to the operation of the Medical Research Building, all of which will be granted and released to and accepted by the Trustee or its designee, free and clear of all liens, encumbrances, and interests, except for and subject to (i) the existing Lease Agreement dated February 8, 2002 currently between Renaissance Corporation of Albany, as landlord, and CMS, as tenant (the "Lease Agreement") and all the terms and

conditions thereof and all obligations and liabilities of the tenant thereunder, except for any breaches or defaults of CMS under the Lease Agreement existing on the date of transfer to the Trustee or its designee (provided, however, that if the Trustee or its designee continues an existing breach or default under the Lease Agreement on the effective date of the assignment of the Lease Agreement from CMS to the Trustee or its designee, such breach or default shall be deemed to have first arisen or occurred on the effective date of the assignment of the Ground Lease from CMS to the Trustee or its designee and Renaissance Corporation of Albany, as landlord under the Ground Lease, shall have all rights and remedies under the Ground Lease on account of the occurrence of such breach or default), (ii) matters of public record set forth on Exhibit A attached hereto, and (iii) Taxes (as defined in the Lease Agreement), and it is further,

ORDERED, that until such time as the Project is released unto the Trustee or its designee, the Receiver of the Project, in his exercise of possession and control of the Project, shall have the right, on behalf and in the name of CMS, to facilitate his negotiated wind up of a lease with the University of Florida, to sell, lease, license and/or transfer the personal property set forth at Exhibit B constituting furniture provided that the Trustee or its designee shall have first approved the terms and conditions of such sale, lease, license and/or transfer, and it is further,

ORDERED, that the grant and release of the Project unto the Trustee or its designee as described in the preceding paragraph shall be effective as soon as reasonably commercially practicable, and it is further,

ORDERED, that CMS shall deliver any documents in its possession to the Trustee that are necessary or desired by the Trustee, or its designee, to effectuate the transfer of the Project, and CMS shall execute any documents necessary for the Trustee to perform its responsibilities related to the transfer of the Project. Copies of an assignment and assumption of the Lease

Agreement by CMS as assignor and the Trustee or its designee as assignee, any bill of sale executed by CMS in favor of the Trustee or its designee, and copies of any documents recorded in the land records by the Trustee or its designee in connection with the transfer of the Project are to be provided by the Trustee or its designee upon reasonable request to Renaissance Corporation of Albany, and it is further,

JL **ORDERED**, that this dissolution shall not have any impact on claims made by the plaintiffs in existing litigation in New York County Supreme Court entitled *Marty and Dorothy Silverman Foundation v. Paul J. Davis, Richard C. Liebich, Center of Medical Science, Inc. and Charitable Leadership Foundation* (Index No. 652772/2011), and CMS acknowledges its document preservation responsibilities with respect to that litigation, and custody and control of the CMS records ^{documents and papers} shall remain with Richard Liebich, a director of CMS, ^{who is directed to maintain and preserve the records until such time as the Court directs that they can be destroyed.} and it is further,

ORDERED, that in consideration of Fifty Thousand (\$50,000) Dollars, BBL Construction Services, LLC shall withdraw all opposition to this dissolution and terminate with prejudice any and all claims, liens, encumbrances that have been filed or could be filed in the future against CMS, and shall enter into a Stipulation of Discontinuance with respect to existing litigation in Albany County Supreme Court entitled *BBL Construction Services, LLC v. Center for Medical Science Inc.* (Index No. 5903-11), and it is further,

ORDERED, that the Trustee, together with its agents, servants, heirs, executors, administrators, successors and assigns (the "Trustee Released Parties"), in exchange for the transfer of CMS' interest in the Project, hereby releases, acquits and forever discharges CMS and its agents, servants, heirs, executors, administrators, successors and assigns (the "CMS Released Parties") from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, loss of consortium, expenses and compensation whatsoever, which the Trustee Released Parties now have/has or which may hereafter accrue against the CMS Released Parties,

provided, however, that nothing in this paragraph will release any rights of the Trustee Released Parties against the Charitable Leadership Foundation, and it is further,

ORDERED, that notwithstanding the release and discharge granted by the Trustee as referenced herein, this dissolution and this Order shall not be deemed a release or discharge of CMS for any liability or claim for insurance coverage, indemnification and/or contribution in connection with the Project or that might form the basis for denial or disclaimer of insurance coverage whether such insurance coverage is required by the Lease Agreement, the City of Albany Industrial Development Agency financing documents, or otherwise be deemed in contradiction of Section 1006(b) of the New York Not-For-Profit Corporation Law as such pertains to parties other than the Trustee, and it is further,

ORDERED, that cash balances, to the extent thereof, be used by CMS to pay filing fees, publication costs and service fees incurred in the course of this proceeding, and it is further,

ORDERED, that in the event the Trustee or its designee decides not to pursue its claims in connection with Ordway's liquidation proceedings it will transfer such claims to CMS, who, in turn, in the unlikely event there is any recovery thereunder, will report to the Court any such recovery for distribution to the creditors and claimants, other than the Trustee or its designee, identified within this Verified Petition, and it further,

ORDERED, that except as otherwise provided herein, all parties interested in CMS be and they are hereby enjoined from in any way using, controlling, interfering with or encumbering the said corporation's property, collecting any debts due CMS, or paying out any money belonging to CMS, commencing any action against CMS, and initiating or taking any further proceedings in any action commenced prior to the date of this Order, until the further order of this court.

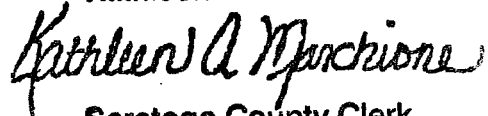
IT IS SO ORDERED this 20th day of August, 2012



Hon. Ann C. Crowell, J.S.C.

Entered

Kathleen A. Marchione



Saratoga County Clerk

ENTERED

2012 AUG 20 PM 3:21

SARATOGA COUNTY
CLERK'S OFFICE
BALLSTON SPA, NY

EXHIBIT A

1. Covenants and Restrictions recited in a deed recorded 8/11/1999 in Liber 2636 Cp 1094 and as repeated in Liber 2636 Cp 1098.
2. Covenants and Restrictions, together with easements, recited in a deed recorded 12/31/2008 in Liber 2940 Cp 42.
3. Terms, covenants, conditions and agreements contained in a lease (49 year term) made by and between University Heights Association, Inc., Lessor, and Charitable Leadership Foundation, Lessee, a memorandum of which dated 2/8/2002 was recorded on 8/6/2002 in Liber 2716 Cp 528.

WITH REGARD THERETO:

Assignment of Lease from Charitable Leadership Foundation, assignor, to Center for Medical Science, Inc., assignee, dated 12/21/2003 and recorded on 6/30/2004 in Liber 2772 Cp 701.

4. Electric Easement Agreement recorded 2/3/1992 in Liber 2453 Cp 386.
5. Ingress, Egress and Utility Easement Agreement recorded 8/6/2002 in Liber 2716 Cp 521.
6. Sidewalk Easement Agreement recorded 8/6/2002 in Liber 2716 Cp 708.
7. Mortgage and Security Agreement made by City Of Albany Industrial Development Agency, Charitable Leadership Foundation to The Bank Of New York as Trustee For The Holders Of The Issuer's Civic Facility Revenue Bonds (Charitable Leadership Foundation) Series 2002A in the amount of \$56,465,000.00 dated as of 6/1/2002, recorded 8/6/2002 in (as) Liber 4170 Mp 171.
8. Assignment of Leases and Rents made from City of Albany Industrial Development Agency, Charitable Leadership Foundation, Assignor to The Bank of New York as trustee for the Holders of the Issuer's Civic Facility Revenue Bonds (Charitable Leadership Foundation Center for Medical Science Project) Series 2002A, Assignee, dated as of 6/1/2002 and recorded on 8/6/2002 in(as) Liber 2716 Cp 498.

EXHIBIT B

CMS Furniture

Description	Size	Total Number of Pieces
2 Drawer filing cabinets (wood)	24Dx36W	13
5 Shelf bookcase (wood)	14Dx36W	19
2 in 1 (2 Drawer filing cabinet combo unit) w Hutch		2
L Shape Wooden Desk		6
U shape Full Desk w Hutch		5
U shape Full Desk (No Hutch)		3
Guest Chairs (wooden)	23Dx24W	35
Wooden End Stands		2
Wooden Coffee Table		2
Office Desk Chairs		13
Laboratory Stock Pots		15
Grey Fabric Office Chairs		7
Laboratory Chairs		31
Black Leather Office Chairs		1
Round Tables		3
Metal Chairs		12
Leather Couch		1
Leather Chairs		5
Metal Straight Office Desk w 3 drawer file cabinet and overhead hutch	24Dx61W	6
Metal 3 drawer lateral file cabinet	18Dx30W	2
Total Number of Pieces of Office Furniture		183

CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION

IMPORTANT NOTICE: The answers to the questions contained in this application are necessary to determine your firm's eligibility for financing and other assistance from the City of Albany Industrial Development Agency. These answers will also be used in the preparation of papers in this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of your firm who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. This application is subject to acceptance by the Agency.

TO: CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY
c/o Department of Economic Development
21 Lodge Street
Albany, New York 12207

This application by applicant respectfully states:

APPLICANT: Albany Medical Science Research, LLC (through Wells Fargo Bank, N.A., as Trustee for the holders of the Bonds, defined below)

APPLICANT'S ADDRESS: c/o Wells Fargo Bank, N.A.
625 Marquette Avenue
Corporate Trust Services
11th Floor, MAC N9311-115

CITY: Minneapolis STATE: MN ZIP CODE: 55479

PHONE NO.: (612) 667-9036 FAX NO.: (612) 667-5047

E-MAIL: lucinda.hruska-claeys@wellsfargo.com

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION:

Lucinda Hruska-Claeys (Wells Fargo, Bank, N.A.)
David L. Dubrow, Esq. (Arent Fox LLP)

IF APPLICANT IS REPRESENTED BY AN ATTORNEY, COMPLETE THE FOLLOWING:

NAME OF ATTORNEY: David L. Dubrow, Esq.

ATTORNEY'S ADDRESS: Arent Fox LLP, 1675 Broadway

CITY: New York STATE: NY ZIP CODE: 10019

PHONE NO.: (212) 484-3957 FAX NO.: (212) 484-3990

E-MAIL: dubrow.david@arentfox.com

NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 2 HEREOF BEFORE FILLING OUT THIS FORM.

INSTRUCTIONS

1. The Agency will not approve any application unless, in the judgment of the Agency, said application and the summary contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using “none” or “not applicable” or “N/A” where the question is not appropriate to the project which is the subject of this application (the “Project”).
3. If an estimate is given as the answer to a question, put “(est)” after the figure or answer which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return eight (8) copies of this application to the Agency at the address indicated on the first page of this application.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant’s competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency’s bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the Agency. The costs incurred by the Agency, including the Agency’s general counsel and bond counsel, may be considered as a part of the project and included as a part of the resultant bond issue.
9. The Agency has established an application fee of One Thousand Five Hundred Dollars (\$1,500) to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. **THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.**

FOR AGENCY USE ONLY

1. Project Number	_____
2. Date application Received by Agency	_____, 20____
3. Date application referred to attorney for review	_____, 20____
4. Date copy of application mailed to members	_____, 20____
5. Date notice of Agency meeting on application posted	_____, 20____
6. Date notice of Agency meeting on application mailed	_____, 20____
7. Date of Agency meeting on application	_____, 20____
8. Date Agency conditionally approved application	_____, 20____
9. Date scheduled for public hearing	_____, 20____
10. Date Environmental Assessment Form ("EAF") received	_____, 20____
11. Date Agency completed environmental review	_____, 20____
12. Date of final approval of application	_____, 20____

SUMMARY OF PROJECT

Applicant: Albany Medical Science Research, LLC (through Wells Fargo Bank, N.A., as Trustee for the holders of the Bonds defined below)

Contact Person: Lucinda Hruska-Claeys

Phone Number: (612) 667-9036

Occupant: Albany Medical Science Research, LLC

Project Location: 150 New Scotland Avenue, City of Albany, Albany County, NY
(SBL 76.05-1-8.2)

Approximate Size of Project Site:	Building Area:	154,000± SF
	Land Area:	5.351± Acre (Ground Lease)

Description of Project: The project consists of a five-story, partially occupied multi-tenant medical research and administrative facility and a four-story, 606 space parking garage, located on a ground leased site.

Type of Project:	• Manufacturing	• Warehouse/Distribution
	R Commercial	• Not-For-Profit
	• Other-Specify	

Employment Impact:	Existing Jobs	201
	New Jobs	120-140 (est)

Project Cost: Project is completed and partially occupied. Expected loss of income due to initial lease-up of the Project is anticipated to be \$5,221,266 (est), based on a third party appraisal report recently obtained by Applicant (pro forma operating statements will follow).

Type of Financing:	• Tax-Exempt	• Taxable	R Straight Lease
--------------------	--------------	-----------	------------------

Amount of Bonds Requested: Applicant is seeking lease/leaseback financing and related PILOT. No new bond financing is requested at this time.

Estimated Value of Tax-Exemptions:

N.Y.S. Sales and Compensating Use Tax:	\$0.00
Mortgage Recording Taxes:	\$0.00
Real Property Tax Exemptions:	\$7,349,354.00
Other (please specify):	N/A

I. INFORMATION CONCERNING THE PROPOSED OCCUPANT OF THE PROJECT (HEREINAFTER, THE "COMPANY").

A. Identity of Company:

1. Company Name: Albany Medical Science Research, LLC

Present Address: 625 Marquette Avenue
Corporate Trust Services
11th Floor
MAC N9311-115
Minneapolis, MN 55479

Zip Code: 55479

Employer's ID No.: Pending

2. If the Company differs from the Applicant, give details of relationship:

N/A

3. Indicate type of business organization of Company:

a. _____ Corporation (If so, incorporated in what country?
What State? _____ Date Incorporated? _____ Type of
Corporation? _____ Authorized to do business in New York?
Yes ____; No ____).

b. ____ Partnership (if so, indicate type of partnership _____,
Number of general partners ____, Number of limited partners ____).

c. X Limited liability company,
Date created? To be formed limited liability company in the State of
Delaware; the Company will be authorized to transact
business in New York.

d. ____ Sole proprietorship

4. Is the Company a subsidiary or direct or indirect affiliate of any other organization(s)? If so, indicate name of related organization(s) and relationship:

The Company will be formed as a single purpose entity whose sole member will be the CMS Liquidating Trust (the "**Trust**"). Wells Fargo Bank, N.A. will serve as the Trustee for the Trust. The beneficial owners of the Trust will be the mutual funds who are now bondholders of the defaulted \$56,465,000 Civic Facility Revenue Bonds (Charitable Leadership Foundation Center for Medical Science Project), Series 2002A issued by City of Albany Industrial Development Agency (the "**Bonds**").

B. Management of Company:

1. List all owners, officers, members, directors and partners (complete all columns for each person):

NAME (First, Middle, Last) BUSINESS ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS
Lucinda Hruska-Claeys MAC N9311-115 Sixth Street and Marquette Avenue Minneapolis, MN 55479	President	Vice President, Wells Fargo Bank, N.A.
Michael E. Fry MAC N9311-115 Sixth Street and Marquette Avenue Minneapolis, MN 55479	Secretary	Assistant Vice President, Wells Fargo Bank, N.A.
Teresa Donofrio MAC N9311-115 Sixth Street and Marquette Avenue Minneapolis, MN 55479	Treasurer	Trust Officer, Wells Fargo Bank, N.A.

2. Is the Company or management of the Company now a plaintiff or a defendant in any civil or criminal litigation? Yes ____ ; No X.

3. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)? Yes ____; No X.

4. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? Yes ____; No X.
(If yes to any of the foregoing, furnish details in a separate attachment).

5. If the answer to any of questions 2 through 4 is yes, please, furnish details in a separate attachment.

C. Principal Owners of Company:

1. Principal owners of Company: Is Company publicly held? Yes ____; No X.
If yes, list exchanges where stock traded:

2. If no, list all stockholders having a 5% or more interest in the Company:

NAME	ADDRESS	PERCENTAGE OF HOLDING
CMS Liquidating Trust	Wells Fargo Bank, National Association, as Trustee MAC N9311-115 Sixth Street and Marquette Avenue Minneapolis, MN 55479	100%

D. Company's Principal Bank(s) of account:

Upon formation, the Company will establish its principal bank account with Wells Fargo Bank, N.A.

II. DATA REGARDING PROPOSED PROJECT

A. Summary: (Please provide a brief narrative description of the Project.)

The project consists of a five-story, partially occupied multi-tenant medical research and administrative facility and a four-story, 606 space parking garage, located on a ground leased site.

B. Location of Proposed Project:

1. Street Address: 150 New Scotland Avenue
2. City of Albany
3. ~~Town of~~
4. ~~Village of~~
5. County of Albany

C. Project Site:

1. Approximate size (in acres or square feet) of Project site: 5.351± Acre.

Is a map, survey or sketch of the project site attached? Yes X; No ____.

(See Exhibit A attached hereto.)

2. Are there existing buildings on project site? Yes X; No ____.

a. If yes, indicate number and approximate size (in square feet) of each existing building:

154,000± SF

b. Are existing buildings in operation? Yes X; No ____.

If yes, describe present use of present buildings:

Special-purpose biomedical research and development facility.

c. Are existing buildings abandoned? Yes ____; No X. About to be abandoned? Yes ____; No X. If yes, describe:

d. Attach photograph of present buildings.

See Exhibit B attached hereto.

3. Utilities serving project site:
Water-Municipal: Yes
Other (describe)
Sewer-Municipal: Yes
Other (describe)
Electric-Utility: Yes – National Grid
Other (describe)
Heat-Utility: Yes – National Grid
Other (describe)

4. Present legal owner of project site:

The fee interest in the Project is owned by Renaissance Corporation of Albany. The Project is ground leased to the Center for Medical Science, Inc. (“CMS”) pursuant to a Ground Lease dated 2/8/2002. If the Agency consents to an assignment of the existing Installment Sale Agreement issued in connection with the Bonds to the Applicant, Applicant will be formed and CMS will immediately thereafter assign its ground lease interest in the Project to the Applicant, pursuant to an Order of Dissolution of Center for Medical Science, Inc. for Index No. 2012-983, a copy of which is attached as Exhibit C.

a. If the Company owns project site, indicate date of purchase: _____, 20____; Purchase price: \$_____.

b. If Company does not own the Project site, does Company have option signed with owner to purchase the Project site? Yes ____; No _____. If yes, indicate date option signed with owner: _____, 20____; and the date the option expires: _____, 20_____.

c. If the Company does not own the project site, is there a relationship legally or by common control between the Company and the present owners of the project site? Yes ____; No _____. If yes, describe:

5. a. Zoning District in which the project site is located:

Commercial-Office

b. Are there any variances or special permits affecting the site? Yes X; No _____. If yes, list below and attach copies of all such variances or special permits:

A special permit was issued for the construction of a laboratory in a CO (Commercial-Office) district. A variance was also granted allowing a building

height of 92' (85' allowed). We do not have copies of the special permit or the variance at this time.

D. Buildings:

1. Does part of the project consist of a new building or buildings? Yes ____; No X. If yes, indicate number and size of new buildings:
2. Does part of the project consist of additions and/or renovations to the existing buildings? Yes ____; No X. If yes, indicate the buildings to be expanded or renovated, the size of any expansions and the nature of expansion and/or renovation:
3. Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed or expanded:

Biomedical research and development facility with associated parking garage.

E. Description of the Equipment:

1. Does a part of the Project consist of the acquisition or installation of machinery, equipment or other personal property (the "Equipment")? Yes X; No _____. If yes, describe the Equipment:

All articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, acquired and owned by CMS and now or hereafter attached to, contained in, or used in connection with the Land and/or the Project or placed on any part thereof, though not attached thereto, including but not limited to, a 2006 Model 317 John Deere Skid Steer Loader, all screens, furniture and fixtures, heating, lighting, plumbing, ventilating, air conditioning, sprinkler systems and other fire prevention and extinguishing apparatus and materials, equipment, fittings and fixtures and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the foregoing.

2. With respect to the Equipment to be acquired, will any of the Equipment be Equipment which has previously been used? Yes X; No _____. If yes, please provided detail:

All Equipment has been used by CMS for ongoing operation and maintenance of the Project.

3. Describe the principal uses to be made by the Company of the Equipment to be acquired or installed:

To be used in connection with operation and maintenance of the Land and/or the Project or placed on any part thereof.

F. Project Use:

1. What are the principal products to be produced at the Project?

N/A (the Project is not a manufacturing facility)

2. What are the principal activities to be conducted at the Project?

Bio-medical research and development.

3. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes ____; No X. If yes, please provide detail:

4. If the answer to question 3 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? ____%

5. If the answer to question 3 is yes, and the answer to question 4 is more than 33.33%, indicate whether any of the following apply to the Project:

- a. Will the Project be operated by a not-for-profit corporation? Yes ____; No _____. If yes, please explain:
- b. Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes ____; No _____. If yes, please explain:
- c. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York? Yes ____; No _____. If yes, please explain:
- d. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonable accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes ____; No _____. If yes, please provide detail:
- e. Will the Project be located in one of the following: (i) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes ____; No _____. If yes, please explain: _____

6. If the answers to any of subdivisions c. through e. of question 5 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? Yes ____; No _____. If yes, please explain:

7. Will the completion of the Project result in the removal of a plant or facility of the Company or another proposed occupant of the Project (a "Project Occupant") from one area of the State of New York to another area of the State of New York? Yes____; No X_. If yes, please explain:

8. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Company located in the State of New York? Yes____; No X_. If yes, please provide detail:

9. If the answer to either question 7 or question 8 is yes, indicate whether any of the following apply to the Project:

a. Is the Project reasonably necessary to preserve the competitive position of the Company on such Project Occupant in its industry? Yes____; No____. If yes, please provide detail:

b. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes____; No____. If yes, please provide detail:

G. Other Involved Agencies:

1. Please indicate all other local agencies, boards, authorities, districts, commissions or governing bodies (including any city, county and other political subdivision of the State of New York and all state departments, agencies, boards, public benefit corporations, public authorities or commissions) involved in approving or funding or directly undertaking action with respect to the Project. For example, do you need a municipal building permit to undertake the Project? Do you need a zoning approval to undertake the Project? If so, you would list the appropriate municipal building department or planning or zoning commission which would give said approvals.

None.

2. Describe the nature of the involvement of the federal, state or local agencies described above:

N/A.

H. Construction Status:

1. Has construction work on this project begun? Yes X; No _____. If yes, please discuss in detail the approximate extent of construction and the extent of completion. Indicate in your answer whether such specific steps have been completed as site clearance and preparation; completion of foundations; installation of footings; etc.:

Construction of the Project began in 2002 and was completed in 2003.

2. Please indicate amount of funds expended on this project by the Company in the past three (3) years and the purposes of such expenditures:

CMS expended approximately \$1,800,000 per year for the previous three (3) years on account of ongoing operation, maintenance and repair of the Project.

I. Method of Construction After Agency Approval:

1. If the Agency approves the project which is the subject of this application, there are two methods that may be used to construct the project. The applicant can construct the project privately and sell the project to the Agency upon completion. Alternatively, the applicant can request to be appointed as "agent" of the Agency, in which case certain laws applicable to public construction may apply to the project. Does the applicant wish to be designated as "agent" of the Agency for purposes of constructing the project? Yes ____; No __. N/A

2. If the answer to question 1 is yes, does the applicant desire such "agent" status prior to the closing date of the financing? Yes____; No____.

III. INFORMATION CONCERNING LEASES OR SUBLEASES OF THE PROJECT. (PLEASE COMPLETE THE FOLLOWING SECTION IF THE COMPANY INTENDS TO LEASE OR SUBLEASE ANY PORTION OF THE PROJECT).

A. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes_X____; No____. If yes, please complete the following for each existing or proposed tenant or subtenant:

1. Sublessee name: Health Research Inc.: Bioinformatics
Present Address: 150 New Scotland Avenue
City: Albany State: NY Zip: 12208
Employer's ID No.: 14-1402155
Sublessee is: __X__ (not for profit) Corporation: ____ Partnership: ____ Sole Proprietorship

Relationship to Company: Third party tenant

Percentage of Project to be leased or subleased: 9%

Use of Project intended by Sublessee: Health Research, Inc. (HRI) is a not-for-profit corporation affiliated with the New York State Department of Health (DOH) and the Roswell Park Cancer Institute (RPCI) a leading cancer research center located in Buffalo, New York.

Date of lease or sublease to Sublessee: February 25, 2002, expires 2023

Term of lease or sublease to Sublessee: 20 years with 1 renewal option for 8 years

Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes____; No__X__. If yes, please provide on a separate attachment (a)

details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

2. Sublessee name: Health Research Inc.: Research Group
Present Address: 150 New Scotland Avenue
City: Albany State: NY Zip: 12208
Employer's ID No.: 14-1402155
Sublessee is: ☒ (not for profit) Corporation: ☐ Partnership: ☐ Sole Proprietorship

Relationship to Company: Third party tenant

Percentage of Project to be leased or subleased: 37%

Use of Project intended by Sublessee: Health Research, Inc. (HRI) is a not-for-profit corporation affiliated with the New York State Department of Health (DOH) and the Roswell Park Cancer Institute (RPCI) a leading cancer research center located in Buffalo, New York.

Date of lease or sublease to Sublessee: February 25, 2002, expires 2019

Term of lease or sublease to Sublessee: 16 years with 1 renewal option for 8 years

Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes ☐; No ☒. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

3. Sublessee name: The People of the State of New York acting by and through the Commissioner of General Services pursuant to Section 3 of the Public Buildings Law
Present Address: 150 New Scotland Avenue
City: Albany State: NY Zip: 12208
Employer's ID No.: N/A
Sublessee is: ☐ Corporation: ☐ Partnership: ☐ Sole Proprietorship ☐ Other: State Agency

Relationship to Company: Third party tenant

Percentage of Project to be leased or subleased: 11%

Use of Project intended by Sublessee: Biomedical Research

Date of lease or sublease to Sublessee: January 1, 2003, expires 2013

Term of lease or sublease to Sublessee: 10 years with 1 renewal option for 8 years (the time to exercise the renewal option has expired)

Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes____; No__X_. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

4. Sublessee name: Albany Medical Center
Present Address: 150 New Scotland Avenue
City: Albany State: NY Zip: 12208
Employer's ID No.: 14-1641730
Sublessee is: __X__ (not for profit) Corporation: ____ Partnership: ____ Sole Proprietorship
Relationship to Company: Third party tenant
Percentage of Project to be leased or subleased: 50% of parking spaces under control of the Applicant

Use of Project intended by Sublessee: Parking

Date of lease or sublease to Sublessee: October 8, 2007

Term of lease or sublease to Sublessee: Ends September 30, 2013

Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes____; No__X_. If yes, please provide on a separate attachment (a) details and (b) the answers to questions II(F)(4) through (6) with respect to such sublessee.

B. What percentage of the space intended to be leased or subleased is now subject to a binding written lease or sublease?

Fifty-Seven Percent (57%) of the medical research and administrative facility component of the Project is currently leased to third party tenants. Applicant hopes and expects to achieve full lease-up of the Project.

IV. Employment Impact

A. Indicate below the number of people presently employed at the project site and the number that will be employed at the project site at end of the first and second years after the project has been completed (Do not include construction workers). Also indicate below the number of workers employed at the project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

TYPE OF EMPLOYMENT					
	PROFESSIONAL MANAGERIAL	SKILLED	SEMI- SKILLED	UNSKILLED	TOTALS
Present Full Time	40	150	10	0	200
Present Part Time	0	0	1	0	1
Present Seasonal	0	0	0	0	0
First Year Full Time	70	205	11	0	286
First Year Part Time	0	0	1	0	1
First Year Seasonal	0	0	0	0	0
Second Year Full Time	85	240	10	0	335
Second Year Part Time	0	0	0	1	1
Second Year Seasonal	0	0	0	0	0

B. Please prepare a separate attachment describing in detail the types of employment at the project site. Such attachment should describe the activities or work performed for each type of employment. [Please see below]

Types of employment at the Project site.

Professional:

- a. Biomedical Research Scientists: MDs, PharmDs and/or PhDs with at least 10 years experience who conduct research funded by grants and contracts. They direct the work of several Post Doctoral Fellows and Laboratory Technicians.
- b. Post Doctoral Fellow: Recent PhD graduates who work under the general direction of a Research Scientist to gain sufficient experience in their field of research to be independently funded. Post Doctoral Fellows complete the most demanding technical tasks, design experiments and supervise technicians.

Skilled:

- a. Laboratory Technicians: Scientists with a Bachelor or Masters who perform the day to day technical work required for the research program.
- b. Laboratory Regulatory Staff: Scientists with a Bachelor or Masters who regulate and license clinical and environmental laboratories in New York State.
- c. Administrative Support: A mix of managers with Bachelor or Masters who provide overall management support to the research staff and building operations.

Semi-Skilled:

- a. Support staff including mechanics, security guards and clerical personnel.

V. Project Cost

A. Anticipated Project Costs. State the costs reasonably necessary for the acquisition of the project site and the construction of the proposed project including the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Cost</u>	<u>Amount</u>
Land	N/A
Buildings	N/A
Machinery and equipment costs	N/A
Utilities, roads and appurtenant costs	N/A
Architects and engineering fees	N/A
Costs of Bond issue (legal, financial and printing)	N/A
Construction loan fees and interest (if applicable)	N/A
Other (specify)	N/A
 TOTAL PROJECT COST	 N/A

The *actual* construction costs only (without including Land and Building Costs, Costs of Bond Issue and loan fees and interest) of the Project in 2002/2003 totaled \$37,200,000.

B. Have any of the above expenditures already been made by applicant?
Yes X ; No . (If yes, indicate particular.)

The holders of the Bonds, who will be the beneficial owners of the Applicant, provided the necessary capital to initially construct the Project in 2002/2003.

V. BENEFITS EXPECTED FROM THE AGENCY

A. Financing

1. Is the applicant requesting that the Agency issue bonds to assist in financing the project? Yes ____; No X. If yes, indicate:
 - a. Amount of loan requested: ____ Dollars;
 - b. Maturity requested: ____ Years.
2. Is the interest on such bonds intended to be exempt from federal income taxation? Yes ____; No ____.
3. If the answer to question 2 is yes, will any portion of the Project be used for any of the following purposes:
 - a. retail food and beverage services: Yes ____; No ____
 - b. automobile sales or service: Yes ____; No ____
 - c. recreation or entertainment: Yes ____; No ____
 - d. golf course: Yes ____; No ____
 - e. country club: Yes ____; No ____
 - f. massage parlor: Yes ____; No ____
 - g. tennis club: Yes ____; No ____
 - h. skating facility (including roller
 - i. skating, skateboard and ice skating): Yes ____; No ____
 - j. racquet sports facility (including
 - handball and racquetball court): Yes ____; No ____
 - k. hot tub facility: Yes ____; No ____
 - l. suntan facility: Yes ____; No ____
 - m. racetrack: Yes ____; No ____
4. If the answer to any of the above questions contained in question 3 is yes, please furnish details on a separate attachment.
5. Is the Project located in the City's federally designated Enterprise Zone? Yes ____; No X.
6. Is the applicant requesting the Agency to issue federally tax-exempt Enterprise Zone bonds? Yes ____; No X.

B. Tax Benefits

1. Is the applicant requesting any real property tax exemption that would not be available to a project that did not involve the Agency? Yes ____; No X.
2. Is the applicant expecting that the financing of the Project will be secured by one or more mortgages? Yes ____; No X. If yes, what is the approximate amount of financing to be secured by mortgages? \$_____.
3. Is the applicant expecting to be appointed agent of the Agency for purposes of avoiding payment of N.Y.S. Sales Tax or Compensating Use Tax? Yes ____; No X. If yes, what is the approximate amount of purchases which the applicant expects to be exempt from the N.Y.S. Sales and Compensating Use Taxes? \$_____.

4. What is the estimated value of each type of tax-exemption being sought in connection with the Project? Please detail the type of tax-exemption and value of the exemption.

a.	N.Y.S. Sales and Compensating Use Taxes:	\$0.00
b.	Mortgage Recording Taxes:	\$0.00
c.	Real Property Tax Exemptions:	\$7,349,354.00
d.	Other (please specify):	N/A

5. Are any of the tax-exemptions being sought in connection with the Project inconsistent with the Agency's tax-exemption policy contained in its Rules and Regulations? Yes ____; No _____. If yes, please explain. TBD

6. Is the Project located in the City's state designated Empire Zone? Yes ____; No X.

C. Project Cost/Benefit Information. Complete the attached Cost/Benefit Analysis so that the Agency can perform a cost/benefit analysis of undertaking the Project. Such information should consist of a list and detailed description of the benefits of the Agency undertaking the Project (e.g., number of jobs created, types of jobs created, economic development in the area, etc.). Such information should also consist of a list and detailed description of the costs of the Agency undertaking the Project (e.g., tax revenues lost, buildings abandoned, etc.).

VI. REPRESENTATIONS BY THE APPLICANT. The applicant understands and agrees with the Agency as follows:

A. Job Listings. Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.

B. First Consideration for Employment: In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

C. City Human Rights Law. The Applicant agrees to endeavor to comply with the provisions of Article XI, Division 2 of the City Code, entitled "The Omnibus Human Rights Law". The Applicant understands that it is not subject to the provisions of The Omnibus Human Rights Law.


D. Annual Sales Tax Filings. In accordance with Section 874(8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.

F. Annual Employment Reports: The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.

[Remainder of Page Intentionally Left Blank]

G. Absence of Conflicts of Interest: The applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

By: Wells Fargo Bank, N.A., as Trustee for
the holders of the Bonds

By: 
Name: Lucinda Hruska-Claeys
Title: Vice President

NOTE: APPLICANT MUST ALSO COMPLETE THE APPROPRIATE VERIFICATION
APPEARING ON PAGES 18 THROUGH 21 HEREOF BEFORE A NOTARY PUBLIC AND MUST
SIGN AND ACKNOWLEDGE THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 22

VERIFICATION

(If applicant is limited liability company)

STATE OF Minnesota)
) SS.:
COUNTY OF Hennepin)

Lucinda Hruska-Claeys, deposes and says that she is a Vice President of Wells Fargo Bank, N.A., the Trustee for the holders of the Bonds, who will be the sole beneficiaries of the to be formed CMS Liquidating Trust, which will be the sole member of the to be formed Albany Medical Science Research, LLC, the limited liability company named in the attached application; that she has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of her knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon her own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of her duties as Vice President of the Trustee of the member of and from the books and papers of said limited liability company.

Lucinda Hruska-Claeys

Sworn to before me this
13th day of December, 2012.

Teresa Donofrio
(Notary Public)



NOTE: THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS THE HOLD HARMLESS AGREEMENT IS SIGNED BY THE APPLICANT.

HOLD HARMLESS AGREEMENT

Applicant hereby releases City of Albany Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (i) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the project described therein or the issue of bonds requested therein are favorably acted upon by the Agency, and (ii) the Agency's financing of the Project described therein; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to find buyers willing to purchase the total bond issue requested, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

By: Wells Fargo Bank, N.A., as Trustee for
the holders of the Bonds

BY:

Name: Lucinda Hruska-Claeys

Title: Vice President

Sworn to before me this
13th day of December, 2012.


(Notary Public)



TO: Project Applicants
 FROM: City of Albany Industrial Development Agency
 RE: Cost/Benefit Analysis

In order for the City of Albany Industrial Development Agency (the “Agency”) to prepare a Cost/Benefit Analysis for a proposed project (the “Project”), the Applicant must answer the questions contained in this Project Questionnaire (the “Questionnaire”) and complete the attached Schedules. This Questionnaire and the attached Schedule will provide information regarding various aspects of the Project, and the costs and benefits associated therewith.

Since we need this Questionnaire to be completed before we can finalize the Cost/Benefit Analysis, please complete this Questionnaire and forward it to us at your earliest convenience.

PROJECT QUESTIONNAIRE

1. Name of Project Beneficiary (“Company”):	Albany Medical Science Research, LLC
2. Brief Identification of the Project:	The Center for Medical Science
3. Estimated Amount of Project Benefits Sought:	
A. Amount of Bonds Sought:	\$0.00
B. Value of Sales Tax Exemption Sought	\$0.00
C. Value of Real Property Tax Exemption Sought	\$7,349,354.00 (Over 10 years)
D. Value of Mortgage Recording Tax Exemption Sought	\$0.00

PROJECTED PROJECT INVESTMENT

A. Land-Related Costs	
1. Land acquisition	N/A
2. Site preparation	N/A
3. Landscaping	N/A
4. Utilities and infrastructure development	N/A
5. Access roads and parking development	N/A
6. Other land-related costs (describe) – Ground Lease Rent	\$150,000 (annually)
B. Building-Related Costs	
1. Acquisition of existing structures	N/A
2. Renovation of existing structures	N/A
3. New construction costs	N/A
4. Electrical systems	N/A
5. Heating, ventilation and air conditioning	N/A
6. Plumbing	N/A
7. Other building-related costs (describe): Capital Repairs and Replacements	\$367,000

C.	Machinery and Equipment Costs	
1.	Production and process equipment	N/A
2.	Packaging equipment	N/A
3.	Wharehousing equipment	N/A
4.	Installation costs for various equipment	N/A
5.	Other equipment-related costs (describe)	N/A
D.	Furniture and Fixture Costs	
1.	Office furniture	N/A
2.	Office equipment	N/A
3.	Computers	N/A
4.	Other furniture-related costs (describe)	N/A
E.	Working Capital Costs	
1.	Operation costs	\$1,798,000 (est) (annually)
2.	Production costs	N/A
3.	Raw materials	N/A
4.	Debt service	N/A
5.	Relocation costs	N/A
6.	Skills training	N/A
7.	Other working capital-related costs (describe) – Loss of Income Due to Lease Up (based on recent third party appraisal report – pro forma operating statements will follow)	\$5,221,266 (est)
F.	Professional Service Costs	
1.	Architecture and engineering	N/A
2.	Accounting/legal	N/A
3.	Other service-related costs (describe)	N/A
G.	Other Costs	N/A
H.	Summary of Expenditures	
1.	Total Land-Related Costs	\$150,000 (annually)
2.	Total Building-Related Costs	\$367,000
3.	Total Machinery and Equipment Costs	\$0.00
4.	Total Furniture and Fixture Costs	\$0.00
5.	Total Working Capital Costs	\$1,798,000 (est) (annually) plus \$5,221,266 (est) due to loss of income due to lease-up
6.	Total Professional Service Costs	\$0.00
7.	Total Other Costs	\$0.00

PROJECTED PROFIT

I. Please provide projected profit as defined by earnings after income tax but before depreciation and amortization:

<u>YEAR</u>	<u>Without IDA benefits</u>	<u>With IDA benefits</u>
2013	-\$1,334,911.56	-\$801,304.26
2014	-\$490,429.81	\$365,529.19
2015	-\$385,634.75	\$445,275.25
2016	-\$451,885.02	\$351,703.98
2017	-\$519,912.79	\$253,967.21
2018	-\$427,293.00	\$314,373.00
2019	-\$158,592.10	\$548,229.90
2020	\$257,883.76	\$927,103.76
2021	\$245,077.72	\$873,803.72
2022	\$231,888.09	\$817,088.09
2023	\$217,295.55	\$437,069.93
2024	\$209,431.57	\$209,431.57

The holders of the Bonds, who will be the beneficial owners of the Applicant, are owed \$47,645,919.56 on account of the defaulted Bonds. The Bondholders, therefore, are not expecting to make a profit from owning the Project. Instead, the Bondholders hope to lease-up the Project to biomedical research tenants and eventually transfer the Project to a skilled owner who can operate it on a long-term basis to benefit the community. Presently, the Project benefits the community by housing various non-for-profit and state agencies who perform important biomedical research. With IDA benefits in place, the Applicant hopes to mitigate a portion of its losses and to sell the asset so that it can be a long-term advantage to the Capital Region. Pro-forma operating statements showing the basis for projected Project income/expenses both with and without IDA benefits will follow under separate cover.

PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

I. Please provide estimates of total construction jobs and the total annual wages and benefits of construction jobs at the Project:

N/A

PROJECTED PERMANENT EMPLOYMENT IMPACT

I. Please provide estimates of total number of existing permanent jobs to be preserved or retained as a result of the Project:

Year	Professional	Skilled	Semi-Skilled	Unskilled
Current Year	40	150	11	0
Year 1	70	205	12	0
Year 2	85	240	11	0
Year 3	85	240	11	0

Year 4	85	240	11	0
Year 5	85	240	11	0

II. Please provide estimates of total new permanent jobs to be created at the Project:

120 – 140 (est)

III. Please provide estimates for the following:

Creation of New Job Skills relating to permanent jobs. Please complete Schedule A.

IV. Provide the projected percentage of employment that would be filled by City of Albany residents: _____50% (est)_____.

A. Provide a brief description of how the project expects to meet this percentage:

Applicant intends to market and lease-up the Project to tenants that are either new or existing to the Capital Region. It is anticipated that the personnel who will be employed at the Project will live in or around the Albany region.

PROJECTED OPERATING IMPACT

I. Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1 st year following project completion)	Not Significant
Additional Sales Tax Paid on Additional Purchases	Not Significant
Estimated Additional Sales (1 st full year following project completion)	Not Significant
Estimated Additional Sales Tax to be collected on additional sales (1 st full year following project completion)	Not Significant

II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes (“Pilot Payments”):

Applicant will work with Agency staff in coming months to develop a suitable PILOT.

Year	Existing Real Property Taxes (Without IDA involvement)	New Pilot Payments (With IDA)	Total (Difference)
2013	\$651,112.38	\$117,505.08	\$533,607.30
2014	\$1,081,706.90	\$225,747.90	\$855,959.00
2015	\$1,114,158.11	\$283,248.11	\$830,910.00

2016	\$1,147,582.85	\$343,993.85	\$803,589.00
2017	\$1,182,010.34	\$408,130.34	\$773,880.00
2018	\$1,217,470.65	\$475,804.65	\$741,666.00
2019	\$1,253,994.77	\$547,172.77	\$706,822.00
2020	\$1,291,614.61	\$622,394.61	\$669,220.00
2021	\$1,330,363.05	\$701,637.05	\$628,726.00
2022	\$1,370,273.94	\$785,073.94	\$585,200.00
2023	\$1,411,382.16	\$1,191,607.78	\$219,774.38
2024	\$1,453,723.63	\$1,453,723.63	\$0.00

III. Please provide a brief description for the impact of other economic benefits expected to be produced as a result of the Project:

The Project was designed and built as a premier biomedical research facility for scientists focused on research areas such as bioinformatics, angiogenesis and cancer research, emerging infections and regenerative medicine. The Project founders intended that the Project encourage the formation of alliances to speed new and better solutions to help make the Capital Region a hub of biomedical research. It is the hope and intent of the Applicant to revitalize the Project and help it achieve its lofty purpose by attracting new biomedical research tenants to complement the tenants already in place, thereby advancing job opportunities and preserving this important component of the research community in the Capital Region.

CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge, such responses are true, correct and complete.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

Date Signed: Dec 13, 2012.

Name of Person Completing Project Questionnaire on behalf of the Company.

Name: Lucinda Hruska-Claeys
Title: Vice President, Wells Fargo Bank, N.A.
Phone Number: (612) 667-9036
Address: 625 Marquette Avenue
Corporate Trust Services
11th Floor
MAC N9311-115
Minneapolis, MN 55479

Signature: Lucinda Hruska-Claeys

SCHEDULE A

CREATION OF NEW JOB SKILLS

Please list the projected new job skills for the new permanent jobs to be created at the Project as a result of the undertaking of the Project by the Company.

[illegible]

Should you need additional space, please attach a separate sheet.

EXHIBIT A

MAP OF SITE

See attached.



Site Map

Prepared by Jacqueline ContiConti Appraisal Group

150 New Scotland Avenue, Alb...
150 New Scotland Ave, Albany, NY 12208-3423
Ring: 1, 3, 5 Miles

Latitude: 42.652709
Longitude: -73.782979

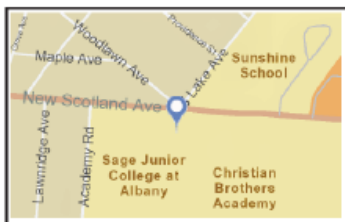
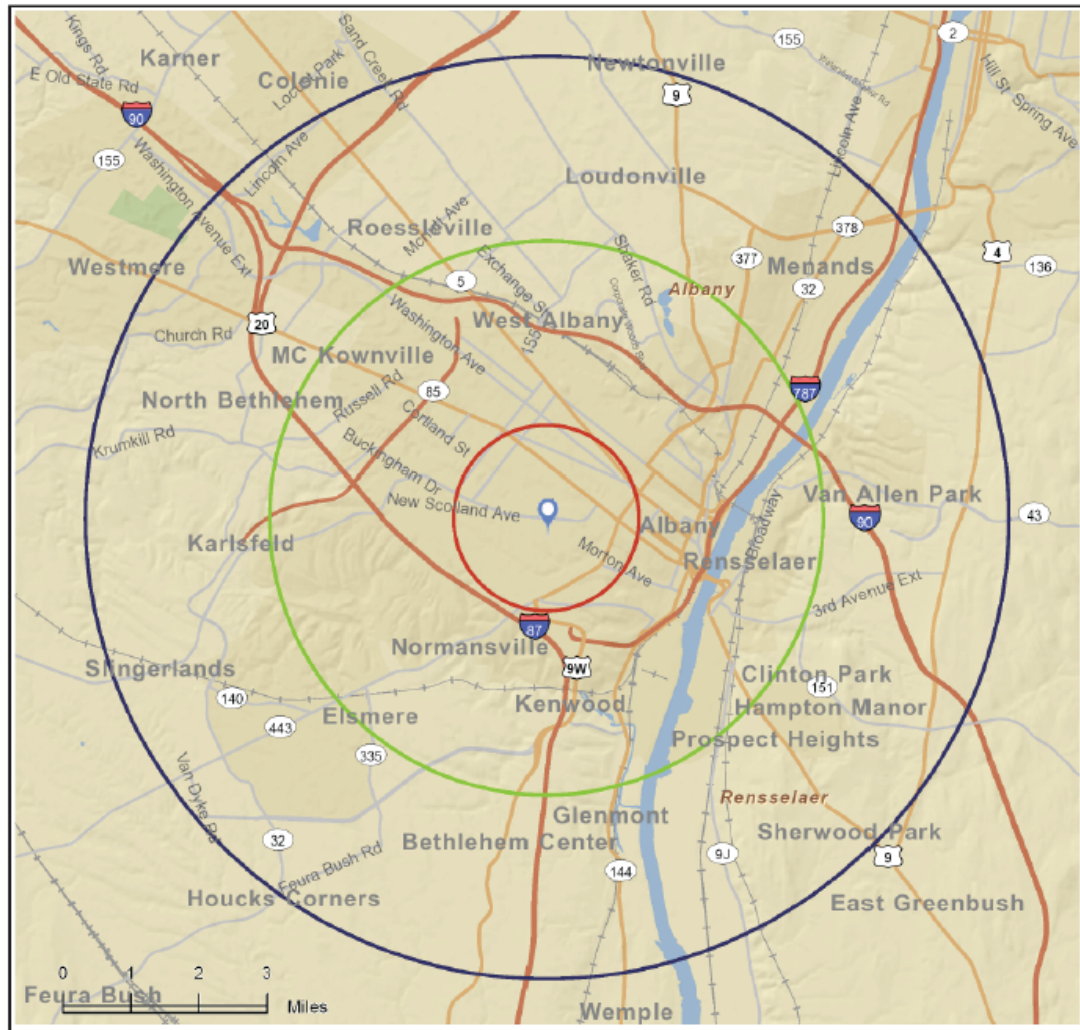


EXHIBIT B

PHOTOS OF PRESENT BUILDINGS

See attached.

EXHIBIT B – PHOTO OF BUILDINGS

AERIAL PHOTOGRAPH



Boundaries are approximate

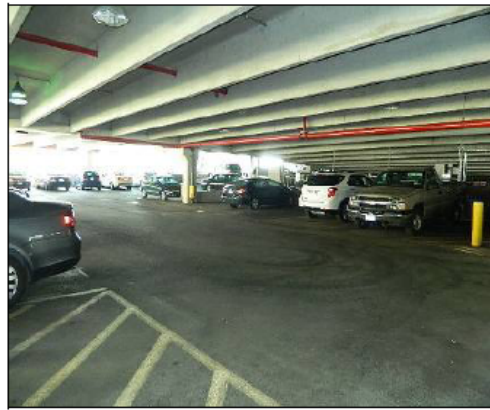
SUBJECT PHOTOGRAPHS



Front elevation of subject



View of subject facing south



View of parking garage

EXHIBIT C

ORDER OF DISSOLUTION

See attached.

At a Special Term of the Supreme Court of the State of New York held in and for the County of Saratoga, located at Municipal Center, 30 McMaster St., Ballston Spa, New York 12020, on this 20th day of August, 2012.

SUPREME COURT
STATE OF NEW YORK COUNTY OF SARATOGA

In the Matter of the Application of
THE BOARD OF DIRECTORS OF
CENTER FOR MEDICAL SCIENCE, INC.,

NOTICE OF ENTRY
RJI 45-1-2012-0407

Petitioners,

Index No. 2012-983

for the Judicial Dissolution of

CENTER FOR MEDICAL SCIENCE, INC.

and for related relief pursuant to
Section 1102(a)(1)(A) of the
New York Not-For-Profit Corporation Law

THE ATTORNEY GENERAL
OF THE STATE OF NEW YORK

Designated as a necessary party pursuant to
Section 1102(b) of the
New York Not-For-Profit Corporation Law

PLEASE TAKE NOTICE that the attached document is a true copy of the Order of Dissolution, which the Hon. Ann C. Crowell, signed on August, 20, 2012 and duly entered in the Saratoga County Clerk's Office on August, 20, 2012.

Dated: August 21, 2012
Albany, New York

HARRIS BEACH PLLC

By: 

Karl J. Sleight
Attorneys for Petitioners
The Board of Directors for the
Center for Medical Science, Inc.
677 Broadway, Suite 1101
Albany, New York 12207
Telephone: (518) 701-2716

TO:

Carol Connor Cohen,
Counsel for Wells Fargo Bank
1050 Connecticut Avenue, NS
Washington, DC 20036-5339

Patrick Morphy
New York State Assistant Attorney General
Charities Bureau
The Capitol
Albany, New York 12224-0341

Joann Sternheimer,
Local Counsel for Wells Fargo Bank
8 Thurlow Terrace
Albany, New York 12203

Paul A. Levine,
Court-Appointed Receiver
50 Beaver Street
Albany, New York 12207

Richard Frankel,
Counsel for Renaissance Corporation of Albany
Iseman, Cunningham, Riester & Hyde, LLP
9 Thurlow Terrace
Albany, New York 12203

Timothy Brennan,
Counsel for BBL Construction Services, LLC
Phelan, Phelan & Danek, LLP
302 Washington Avenue Extension, Suite 3
Albany, New York 12203

James Lagios,
Counsel for the Silverman Foundation
Iseman, Cunningham, Riester & Hyde, LLP
9 Thurlow Terrace
Albany, New York 12203

At a Special Term of the Supreme Court of the State of New York held in and for the County of Saratoga, located at Municipal Center, 30 McMaster St., Ballston Spa, New York 12020, on this 20 day of August, 2012.

SUPREME COURT
STATE OF NEW YORK COUNTY OF SARATOGA

In the Matter of the Application of
THE BOARD OF DIRECTORS OF
CENTER FOR MEDICAL SCIENCE, INC.,

Petitioners,

for the Judicial Dissolution of

CENTER FOR MEDICAL SCIENCE, INC.

and for related relief pursuant to
Section 1102(a)(1)(A) of the
New York Not-For-Profit Corporation Law

THE ATTORNEY GENERAL
OF THE STATE OF NEW YORK

Designated as a necessary party pursuant to
Section 1102(b) of the
New York Not-For-Profit Corporation Law

**ORDER OF
DISSOLUTION**

RJI 45-1-2012-0407

Index No. 2012-983

2012 AUG 20 PM 3:21
SARATOGA COUNTY
CLERK'S OFFICE
BALLSTON SPA, NY

FILED

On reading the Verified Petition filed herein on March 27, 2012, by Richard C. Liebich and Virginia B. Liebich, being the current members of the Board of Directors of Center for Medical Science, Inc. ("CMS") and the Order to Show Cause made thereon April, 3 2012, requiring all persons interested in said corporation to show cause on May, 23 2012, which return date was subsequently adjourned to June 28, 2012, before the Court why the said company should not be dissolved; and it appearing that Renaissance Corporation of Albany has made itself

a party to this proceeding by filing a notice of appearance, dated June 15, 2012, with the clerk of this court; and it appearing that Wells Fargo Bank, N.A., has made itself a party to this proceeding by filing a notice of appearance, dated May 3, 2012, with the clerk of this court;

And on reading and filing the affidavit of Richard C. Liebich, sworn to on March 2, 2012, in support of CMS' petition for dissolution; and the Receiver's Response to Application of the Board of Directors of Center for Medical Science, Inc. for Judicial Dissolution, dated May 16, 2012 submitted by Paul Levine, the Receiver of the Project (as hereinafter defined) appointed in the foreclosure proceeding ("Foreclosure Proceeding") entitled *Wells Fargo Bank, N.A. v. Center for Medical Science, Inc.*, commenced in New York State Albany County Supreme Court (Index No. 6887-11, RJ1 No. 01-11-105281); and the affidavit of Timothy S. Brennan, sworn to on June 11, 2012, and the affidavit of David Jaroslawicz, sworn to on June 20, 2012, both in opposition to CMS' petition for dissolution on behalf of BBL Construction Services, LLC and Marty & Dorothy Silverman Foundation, respectively, and publication of the Order to Show Cause according to its terms and as required by law having been made; and

CMS, having appeared by its attorneys Harris Beach PLLC, Christopher A. Andreucci and Karl J. Sleight; Marty & Dorothy Silverman Foundation, having appeared by its attorneys Jaroslawicz & Jaros and through local counsel, Iseman, Cunningham, Riester & Hyde, LLP, James P. Lagios; BBL Construction Services, LLC, having appeared by its attorneys Phelan, Phelan & Danek, LLP, Timothy S. Brennan; Renaissance Corporation of Albany, having appeared by its attorneys Iseman, Cunningham, Riester & Hyde, LLP, Richard A. Frankel; Wells Fargo Bank, N.A., having appeared by its attorneys Deily, Mooney and Glastetter, LLP, Joann Sternheimer and Arent Fox LLP, Carol Connor Cohen; and the Attorney General of the State of New York, represented by Assistant Attorney General Patrick Morphy; and

Now, on motion of Harris Beach PLLC, attorney for CMS, and due deliberation having been had by this Court, it is hereby

ORDERED, that CMS be and hereby is dissolved, and it is further,

ORDERED, that CMS' interest in the "Project," defined as (a) the acquisition of a leasehold interest in the medical research facility located at 150 New Scotland Avenue, Albany, New York (the "Project Site"); (b) the construction on the Project Site of the biomedical research facility known as The Center for Medical Science (the "Medical Research Building") and an approximately 600 space multi-tier parking garage; (c) the acquisition and installation in the Medical Research Building of certain machinery and equipment (the "Equipment"), and all assets encumbered by a mortgage dated as of June 1, 2002 (the "Mortgage"), from the City of Albany Industrial Development Agency and The Charitable Leadership Foundation ("CLF") to Wells Fargo Bank, N.A., as successor trustee (the "Trustee"), which such Mortgage grants to the Trustee a first mortgage lien on CMS's interest in the Project as successor to CLF and a first priority security interest in the Equipment, including without limitation, the motor vehicles/moving stock referenced in paragraph 33 of the Verified Petition consisting of (i) a 2003 Chevy Silverado, together with snow plow and snow removal equipment valued at approximately \$9,849.00, and (ii) a 2006 Model 317 John Deere Skid Steer Loader valued at approximately \$18,081.95, and the net settlement proceeds described in paragraph 35 of the Verified Petition in an amount equal to approximately \$315,000 deemed to be assets of CMS, and (d) all sub-tenant leases, contracts, and licenses necessary to the operation of the Medical Research Building, all of which will be granted and released to and accepted by the Trustee or its designee, free and clear of all liens, encumbrances, and interests, except for and subject to (i) the existing Lease Agreement dated February 8, 2002 currently between Renaissance Corporation of Albany, as landlord, and CMS, as tenant (the "Lease Agreement") and all the terms and

conditions thereof and all obligations and liabilities of the tenant thereunder, except for any breaches or defaults of CMS under the Lease Agreement existing on the date of transfer to the Trustee or its designee (provided, however, that if the Trustee or its designee continues an existing breach or default under the Lease Agreement on the effective date of the assignment of the Lease Agreement from CMS to the Trustee or its designee, such breach or default shall be deemed to have first arisen or occurred on the effective date of the assignment of the Ground Lease from CMS to the Trustee or its designee and Renaissance Corporation of Albany, as landlord under the Ground Lease, shall have all rights and remedies under the Ground Lease on account of the occurrence of such breach or default), (ii) matters of public record set forth on Exhibit A attached hereto, and (iii) Taxes (as defined in the Lease Agreement), and it is further,

ORDERED, that until such time as the Project is released unto the Trustee or its designee, the Receiver of the Project, in his exercise of possession and control of the Project, shall have the right, on behalf and in the name of CMS, to facilitate his negotiated wind up of a lease with the University of Florida, to sell, lease, license and/or transfer the personal property set forth at Exhibit B constituting furniture provided that the Trustee or its designee shall have first approved the terms and conditions of such sale, lease, license and/or transfer, and it is further,

ORDERED, that the grant and release of the Project unto the Trustee or its designee as described in the preceding paragraph shall be effective as soon as reasonably commercially practicable, and it is further,

ORDERED, that CMS shall deliver any documents in its possession to the Trustee that are necessary or desired by the Trustee, or its designee, to effectuate the transfer of the Project, and CMS shall execute any documents necessary for the Trustee to perform its responsibilities related to the transfer of the Project. Copies of an assignment and assumption of the Lease

Agreement by CMS as assignor and the Trustee or its designee as assignee, any bill of sale executed by CMS in favor of the Trustee or its designee, and copies of any documents recorded in the land records by the Trustee or its designee in connection with the transfer of the Project are to be provided by the Trustee or its designee upon reasonable request to Renaissance Corporation of Albany, and it is further,

JL **ORDERED**, that this dissolution shall not have any impact on claims made by the plaintiffs in existing litigation in New York County Supreme Court entitled *Marty and Dorothy Silverman Foundation v. Paul J. Davis, Richard C. Liebich, Center of Medical Science, Inc. and Charitable Leadership Foundation* (Index No. 652772/2011), and CMS acknowledges its document preservation responsibilities with respect to that litigation, and custody and control of the CMS records ^{documents and papers} shall remain with Richard Liebich, a director of CMS, ^{who is directed to maintain and preserve the records until such time as the Court directs that they can be destroyed.} and it is further,

ORDERED, that in consideration of Fifty Thousand (\$50,000) Dollars, BBL Construction Services, LLC shall withdraw all opposition to this dissolution and terminate with prejudice any and all claims, liens, encumbrances that have been filed or could be filed in the future against CMS, and shall enter into a Stipulation of Discontinuance with respect to existing litigation in Albany County Supreme Court entitled *BBL Construction Services, LLC v. Center for Medical Science Inc.* (Index No. 5903-11), and it is further,

ORDERED, that the Trustee, together with its agents, servants, heirs, executors, administrators, successors and assigns (the "Trustee Released Parties"), in exchange for the transfer of CMS' interest in the Project, hereby releases, acquits and forever discharges CMS and its agents, servants, heirs, executors, administrators, successors and assigns (the "CMS Released Parties") from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, loss of consortium, expenses and compensation whatsoever, which the Trustee Released Parties now have/has or which may hereafter accrue against the CMS Released Parties,

provided, however, that nothing in this paragraph will release any rights of the Trustee Released Parties against the Charitable Leadership Foundation, and it is further,

ORDERED, that notwithstanding the release and discharge granted by the Trustee as referenced herein, this dissolution and this Order shall not be deemed a release or discharge of CMS for any liability or claim for insurance coverage, indemnification and/or contribution in connection with the Project or that might form the basis for denial or disclaimer of insurance coverage whether such insurance coverage is required by the Lease Agreement, the City of Albany Industrial Development Agency financing documents, or otherwise be deemed in contradiction of Section 1006(b) of the New York Not-For-Profit Corporation Law as such pertains to parties other than the Trustee, and it is further,

ORDERED, that cash balances, to the extent thereof, be used by CMS to pay filing fees, publication costs and service fees incurred in the course of this proceeding, and it is further,

ORDERED, that in the event the Trustee or its designee decides not to pursue its claims in connection with Ordway's liquidation proceedings it will transfer such claims to CMS, who, in turn, in the unlikely event there is any recovery thereunder, will report to the Court any such recovery for distribution to the creditors and claimants, other than the Trustee or its designee, identified within this Verified Petition, and it further,

ORDERED, that except as otherwise provided herein, all parties interested in CMS be and they are hereby enjoined from in any way using, controlling, interfering with or encumbering the said corporation's property, collecting any debts due CMS, or paying out any money belonging to CMS, commencing any action against CMS, and initiating or taking any further proceedings in any action commenced prior to the date of this Order, until the further order of this court.

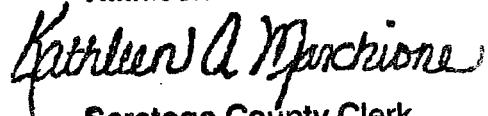
IT IS SO ORDERED this 20th day of August, 2012



Hon. Ann C. Crowell, J.S.C.

Entered

Kathleen A. Marchione



Saratoga County Clerk

ENTERED

2012 AUG 20 PM 3:21

SARATOGA COUNTY
CLERK'S OFFICE
BALLSTON SPA, NY

EXHIBIT A

1. Covenants and Restrictions recited in a deed recorded 8/11/1999 in Liber 2636 Cp 1094 and as repeated in Liber 2636 Cp 1098.
2. Covenants and Restrictions, together with easements, recited in a deed recorded 12/31/2008 in Liber 2940 Cp 42.
3. Terms, covenants, conditions and agreements contained in a lease (49 year term) made by and between University Heights Association, Inc., Lessor, and Charitable Leadership Foundation, Lessee, a memorandum of which dated 2/8/2002 was recorded on 8/6/2002 in Liber 2716 Cp 528.

WITH REGARD THERETO:

Assignment of Lease from Charitable Leadership Foundation, assignor, to Center for Medical Science, Inc., assignee, dated 12/21/2003 and recorded on 6/30/2004 in Liber 2772 Cp 701.

4. Electric Easement Agreement recorded 2/3/1992 in Liber 2453 Cp 386.
5. Ingress, Egress and Utility Easement Agreement recorded 8/6/2002 in Liber 2716 Cp 521.
6. Sidewalk Easement Agreement recorded 8/6/2002 in Liber 2716 Cp 708.
7. Mortgage and Security Agreement made by City Of Albany Industrial Development Agency, Charitable Leadership Foundation to The Bank Of New York as Trustee For The Holders Of The Issuer's Civic Facility Revenue Bonds (Charitable Leadership Foundation) Series 2002A in the amount of \$56,465,000.00 dated as of 6/1/2002, recorded 8/6/2002 in (as) Liber 4170 Mp 171.
8. Assignment of Leases and Rents made from City of Albany Industrial Development Agency, Charitable Leadership Foundation, Assignor to The Bank of New York as trustee for the Holders of the Issuer's Civic Facility Revenue Bonds (Charitable Leadership Foundation Center for Medical Science Project) Series 2002A, Assignee, dated as of 6/1/2002 and recorded on 8/6/2002 in(as) Liber 2716 Cp 498.

EXHIBIT B

CMS Furniture

Description	Size	Total Number of Pieces
2 Drawer filing cabinets (wood)	24Dx36W	13
5 Shelf bookcase (wood)	14Dx36W	19
2 in 1 (2 Drawer filing cabinet combo unit) w Hutch		2
L Shape Wooden Desk		6
U shape Full Desk w Hutch		5
U shape Full Desk (No Hutch)		3
Guest Chairs (wooden)	23Dx24W	35
Wooden End Stands		2
Wooden Coffee Table		2
Office Desk Chairs		13
Laboratory Stock Pots		15
Grey Fabric Office Chairs		7
Laboratory Chairs		31
Black Leather Office Chairs		1
Round Tables		3
Metal Chairs		12
Leather Couch		1
Leather Chairs		5
Metal Straight Office Desk w 3 drawer file cabinet and overhead hutch	24Dx61W	6
Metal 3 drawer lateral file cabinet	18Dx30W	2
Total Number of Pieces of Office Furniture		183

**PUBLIC HEARING RESOLUTION
ALBANY MEDICAL SCIENCE RESEARCH, LLC PROJECT**

A regular meeting of City of Albany Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York on December 20, 2012 at 12:15 p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Anthony J. Ferrara	Chairman
John R. Vero	Vice Chairman
Susan Pedo	Secretary
Hon. Kathy Sheehan	Treasurer
Martin Daley	Member
C. Anthony Owens	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Michael J. Yevoli	CEO - Capitalize Albany Corporation
Erik Smith	CFO - Capitalize Albany Corporation
Sarah Reginelli	Director of Economic Development
Bradley Chevalier	Senior Economic Developer, Capitalize Albany Corporation
Amy Gardner	Administrative Assistant, Capitalize Albany Corporation
John J. Reilly, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Bond Counsel

The following resolution was offered by _____, seconded by _____, to wit:

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY TO HOLD A PUBLIC HEARING REGARDING A REAL PROPERTY TAX ABATEMENT REQUESTED BY WELLS FARGO BANK, N.A., AS SUCCESSOR TRUSTEE THE HOLDERS OF THE BONDS (AS DEFINED HEREIN).

WHEREAS, City of Albany Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing,

warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, on or about June 28, 2002, the Agency issued its Civic Facility Revenue Bonds (Charitable Leadership Foundation Center for Medical Science Project), Series 2002A in the original aggregate principal amount of \$56,465,000 (the “Bonds”) to assist the Charitable Leadership Foundation (the “Foundation”) in undertaking a project consisting of the following: (1) the acquisition of an approximately 5.351 acre parcel of land located at 150 New Scotland Avenue in the City of Albany, New York (the “Land”), (2) the construction on the Land of an approximately 154,000 square foot facility (the “Facility”), and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”) (the Land, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be operated as a special purpose biomedical research and development facility; and

WHEREAS, the Foundation has assigned the Project Facility (the “Assignment”) to Wells Fargo Bank, N.A., (the “Company”), as successor trustee for the holders of the Bonds; and

WHEREAS, in connection with the assignment from the Foundation to the Company, the Company has submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requests that the Agency consider approving a real property tax abatement (the “Real Property Tax Abatement”) on the Project Facility; and

WHEREAS, pursuant to Section 859-a of the Act, prior to the Agency providing the requested Real Property Tax Abatement, the Agency, among other things, must hold a public hearing pursuant to Section 859-a of the Act with respect to said project; and

WHEREAS, the Agency desires to provide for compliance with the provisions of Section 859-a of the Act with respect to the requested Real Property Tax Abatement;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby authorizes the Chief Executive Officer of the Agency, after consultation with the members of the Agency and Agency Counsel, (A) to establish the time, date and place for a public hearing of the Agency to hear all persons interested in the requested Real Property Tax Abatement (the “Public Hearing”); (B) to cause the Public Hearing to be held in a city, town or village where the Project Facility is or is to be located, and to cause notice of such Public Hearing to be given to the public by publishing a notice or notices of such Public Hearing in a newspaper of general circulation available to the residents of the governmental units where the Project Facility is or is to be located, such notice or notices to comply with the requirements of Section 859-a of the Act; (C) to cause notice of the Public Hearing to be given to the chief executive officer of the county and of each city, town, village and school district in which the Project Facility is or is to be located to comply with the requirements of Section 859-a of the Act; (D) to conduct such Public Hearing; (E) to cause a report of the Public Hearing

fairly summarizing the views presented at such Public Hearing (the “Report”) to be prepared; and (F) to cause a copy of the Report to be made available to the members of the Agency.

Section 2. The Chairman, Vice Chairman and/or the Chief Executive Officer of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 3. All action taken by the Chief Executive Officer of the Agency in connection with the Public Hearing with respect to the requested Real Property Tax Abatement prior to the date of this Resolution is hereby ratified and confirmed.

Section 4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Anthony J. Ferrara	VOTING	_____
Susan Pedo	VOTING	_____
Hon. Kathy Sheehan	VOTING	_____
Martin Daley	VOTING	_____
C. Anthony Owens	VOTING	_____
John R. Vero	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of City of Albany Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2012 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of December, 2012.

(Assistant) Secretary

(SEAL)

MEMO

TO: City of Albany Industrial Development Agency Board
FROM: City of Albany Industrial Development Agency Staff
RE: Housing Visions Consultants, Inc.
DATE: December 14, 2012

Hereafter please find 1) the public hearing transcript, 2) letters received by staff since the public hearing, and 3) all applicable approving resolutions.

CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY

PUBLIC MEETING

November 15, 2012

21 Lodge Street

Albany, New York 12210

12:00 p.m.

A P P E A R A N C E S:

ANTHONY J. FERRARA - CHAIRMAN

JOHN R. VERO - VICE CHAIRMAN

HON. KATHY SHEEHAN - TREASURER

SUSAN PEDO - SECRETARY

MICHAEL J. YEVOLI - CEO

ERIK J. SMITH - CFO

PATRICK JORDAN - COUNSEL

A. JOSEPH SCOTT, III, ESQ. - COUNSEL

BRADLEY CHEVALIER - ECONOMIC DEVELOPMENT
SPECIALIST

SARAH REGINELLI - DIRECTOR OF ECONOMIC DEVELOPMENT

C. ANTHONY OWENS - MEMBER

MARTIN DALEY - MEMBER

1 CHAIRMAN FERRARA: Good afternoon,
2 everyone. I'd like to open the public hearing
3 meeting of the Albany Industrial Development
4 Agency in regard to the Housing Visions
5 Consultants, Inc., on behalf of the Sheridan
6 Hollow Village, L.L.C. and Sheridan Hollow
7 Enterprises, L.L.C. project. Do we have a list
8 of people who want to speak?

9 MR. YEVOLI: We don't. Maybe what we'll
10 when do is we'll have the project applicant.

11 CHAIRMAN FERRARA: Okay.

12 MR. YEVOLI: Oh, we do have a list. I
13 guess we do have a list. Project applicant, open
14 it up and then we'll go to the public.

15 CHAIRMAN FERRARA: Okay.

16 MR. JUSTIN RUDGICK: My name is Justin
17 Rudgick. I am the Regional Development Manager
18 for Housing Visions. I want to thank you for
19 inviting me to come back again to speak more
20 about Sheridan Hollow Village. During the last
21 meeting I kind of gave you a brief, moderate
22 brief overview about Housing Visions, what we do
23 and how we do it. I want to kind of recap on

1 some of those points and then really get into the
2 specifics about Sheridan Hollow Village and why
3 we're here today. As you know, Housing Visions
4 is a non-for-profit organization. We're based
5 out of Syracuse. What our mission is, is
6 revitalizing the sustaining neighborhood to
7 improve the quality of life, and we have over the
8 last 20 years a proven track record of
9 revitalizing neighborhoods across New York State.
10 We've developed projects in eight different
11 upstate cities, contributing over \$200 million of
12 investment in New York State, which allows us to
13 have approximately a thousand, nearly a thousand
14 quality affordable housing units across the
15 state. And I think a lot of our success speaks
16 to our overall mission and what we've done and
17 how we do it, and that's why we've been so
18 successful.

19 To give an example of our success, the
20 last 20 years our success rating in getting
21 funding for low income housing tax credit
22 projects through the New York State Homes and
23 Community Renewal, is at 91 percent. Within the

1 last five years that I have be with Housing
2 Visions, we've submitted 13 projects for
3 consideration. We've been funded 12. So that's
4 success rate is 92 percent. There isn't a
5 quality affordable housing developer nonprofit or
6 for profit that could come close to matching that
7 overall success record within the last five
8 years, especially given the task of the project
9 that we do. The scattered site urban infill
10 development that really looks at neighborhoods
11 and revitalizing neighborhoods from a
12 block-by-block approach to enhance and improve
13 the quality of life.

14 So that's a little bit of background to
15 rehash on Housing Visions. Specifically in terms
16 of Sheridan Hollow Village. Sheridan Hollow
17 Village is part of an overall comprehensive
18 collaborative neighborhood planning process in
19 which Housing Visions had partnered with Habitat
20 for Humanity to really make this a world class,
21 you know, mixed use, mixed income neighborhood
22 revitalization, really focusing on one specific
23 neighborhood, and that's Sheridan Hollow.

1 Housing Divisions, make no mistake about it, we
2 are developing the mix-use component, as well as
3 providing quality affordable rental housing.
4 Habitat, as part of the collaborative process, is
5 providing ten single-family homes in partnership
6 with the Touhey Homeownership Foundation, that
7 provide an additional ten two-family
8 owner-occupied homes as part of this overall
9 comprehensive approach.

10 This project is very unique, not only
11 for Housing Visions, but also to the City of
12 Albany and across the State in developing quality
13 affordable housing, because as far as we know,
14 this project is the only project that's being
15 considered as part of the New York State Homes
16 and Community Founding round, that met the early
17 round criteria of mixed use, mixed income upstate
18 revitalization. I mean, of all the projects
19 submitted, this is the only project that met that
20 definition, and I think that speaks a lot to the
21 collaborative nature of this project.

22 Again, Housing Visions, I mean, we met
23 with various people in the city and talked about

1 how we can improve this project. And one of the
2 things that the overall concern was, is really
3 the area meeting income of this project. I mean,
4 we're tailoring to the low income housing,
5 affordable housing. Usually with a low income
6 house tax credit your maxed at 60 percent of the
7 AMI. Housing Divisions, we are actually going up
8 to 80 percent of the area meeting income for this
9 project. 15 percent of our overall units is at
10 70 and 80 percent, which is unique to the City of
11 Albany and any affordable housing development
12 that the city has embraced or has completed at
13 this point, because most of the projects are at
14 60 percent or below, and most of them are at 30
15 and 40 percent. So right now we have the
16 opportunity to go from 50 percent to 80 percent
17 of the AMI. And that is what we have submitted
18 to ACR for review.

19 To give you an idea of the overall
20 breakdown. I mean, for a one bedroom, the
21 targeted AMI is 29,000, up to 46,000. Then a two
22 bedroom, 35 to 56,000. Three bedroom, 40,000 to
23 48,000. Four bedroom, 45 to 54. That is the

1 maximum income for that band, but you can see the
2 range from 50 to 80 percent is why this is truly
3 a mixed income project. That is very unique.
4 And really, if you really look at it in terms of
5 really filling in the gap and revitalizing the
6 neighborhood, we want to address family housing
7 and bring in young professionals and have a
8 collaborative mix, especially the unique dynamic
9 of the neighborhood. It's actually three blocks
10 from downtown. You're right at the foothills of
11 the State Office Building where a lot of State
12 office workers park and utilize the neighborhood.
13 This is an opportunity to embrace that, as well
14 as fill in the gap of having infill housing and
15 providing quality housing and that's really
16 Housing Visions' marque or pinnacle, if you will,
17 is quality affordable housing.

18 We control construction. We ensure that
19 quality construction is done and it could blend
20 in with the fabric of the neighborhood. One of
21 the things we are doing currently in regards to,
22 you know, with Sue Holland, with her focus on the
23 historic preservation, we have reached out to

1 Hartgen Associates to do the next phase of the
2 archeological report, and they are doing an
3 inventory of the existing buildings that we are
4 planning to demolish. So we will have a
5 categorized inventory of that building. So those
6 are things that we're trying to do to work with
7 the existing character of the neighborhood and
8 moving beyond.

9 In terms of this project overall,
10 specifically with regards to the tax agreement.
11 If the project is left at status quo, the current
12 taxes that the city is collecting is \$6,952.
13 That's what the city is currently collecting for
14 all the undeveloped, under-utilized properties.
15 With our proposed tax agreement that we are
16 putting together to present before you with the
17 residential piece and the commercial piece, it
18 would be \$38,204. So there is a net gain to the
19 City of \$33,030.

20 So, I mean, we can talk about tax
21 abatement and how we, you know, if we were
22 assessed on our improved value of what the city
23 should be collecting as if we didn't get the

1 exception, but the fact of the matter is, there
2 hasn't been any substantial development in
3 Sheridan Hollow in the last ten, twenty years,
4 and this is an opportunity to invest in a
5 collaborative nature with Habitat for Humanity,
6 Housing Visions and the Touhey Homeownership
7 Foundation to really make an impact, a positive
8 impact to saying Sheridan Hollow matters.

9 This neighborhood can have a positive
10 impact in the community to improve the quality of
11 life and the city is benefiting from that, as
12 well. I mean, you have improved infrastructure,
13 as well as an increase in your tax revenue that
14 you are getting, even with the pilot being
15 considered. And I think that's very important to
16 know, because it's very nice to talk about
17 theoretical numbers in terms of what the city
18 should be getting, what they shouldn't be
19 getting, all those different kinds of things, but
20 the fact of the matter is, nothing is happening
21 right now and we have a real plan with real
22 people and we have proven progress to make
23 something and I thank you for this opportunity.

1 If you have any questions, I'd be more than happy
2 to answer them.

3 CHAIRMAN FERRARA: Thank you very much.
4 Okay. We have some people here that signed up
5 that would like to speak in regard to this
6 project. Keep in mind that this is a public
7 hearing. You're here to speak either on behalf
8 of the project or opposed to the project. We
9 don't want to get into any discussions of any
10 type. First person here is Arlene Way. Ms. Way?

11 MS. ARLENE WAY: Thank you for this
12 opportunity and I appreciate, I applaud the
13 efforts that you are making on behalf of
14 underserved neighborhoods. The reason why I'm
15 here is, I'm representing, I will say the people
16 who live in the neighborhood. I'm with Arbor
17 Hill Development Corporation. I'm also President
18 of Arbor Hill Neighborhood Association, which is
19 a neighboring community. The development
20 corporation has responsibilities. We are a
21 neighborhood preservation company. We're funded
22 by the State to assist community revitalization,
23 as well. We're not competitors with what it is

1 you want to do at all. My interest is the
2 quality of life and what happens.

3 The thing is, is that as a resident of
4 Albany, I have observed that we have had many
5 developers come through and do stuff that looks
6 nice and shiny in the beginning and then after
7 awhile you start to see stuff sliding off the
8 sides of buildings and things like that and
9 people are gone. I am not saying that you do
10 that, at all, but I'm just saying, this is
11 something that concerns us. Anyway, a couple of
12 weeks ago, maybe three, I got a call from the
13 president of CDARPO.

14 CHAIRMAN FERRARA: President who?

15 MS. WAY: CDARPO. That is an
16 association of real property owners for the
17 Capital District Region who bent my ear for over
18 an hour expressing concerns about Housing Visions
19 and work that he had heard about in another
20 community, and I spoke with a member of my Board
21 of Directors who is from Syracuse who had some
22 concerns. I won't use the defamatory language
23 that they shared with me which caused me to have

1 a meltdown, but, you know, I just heard some
2 stuff.

3 So anyway, I took a drive up to Syracuse
4 on Monday to take a look at properties. We
5 looked at 15 properties in the City of Syracuse
6 and I will say that while on balance we saw some
7 good stuff, we saw some things that caused us to
8 have some concerns, okay. I rode up with
9 Terrance Wansley, who is the president of CDARPO.
10 Of concern is, we have concern about ongoing
11 management and maintenance of the properties. We
12 saw deterioration, we saw some things that just
13 didn't make sense to us in terms of -- and I
14 admit, we didn't go inside any of the buildings.
15 What we did was, we walked around, we talked to
16 people. Like I said, we saw 15 properties. So
17 we saw, you know, deterioration that was of
18 concern that spoke to either poor construction or
19 just, you know, just stuff that wasn't done quite
20 right. We saw some nice things, but we saw some
21 things that were alarming.

22 The other thing that we observed or that
23 we heard was that there is a problem with

1 management, that there is a turnover in
2 management. We spoke to one tenant who told us
3 that she was living in that property for four
4 years and she liked where she was living, okay.
5 So there's no complaint saying about that, but
6 she said in the four years that she had been
7 there, they had turnover in management three
8 times. And so it was hard to get to know whoever
9 was going to be responsible for maintaining the
10 properties, because they kept turning over. We
11 don't know the reason for it, but that was a
12 concern for us that we thought, you know, you all
13 should ask questions about before you make any
14 decisions and get an understanding in terms of
15 what the processes are going to be and make sure
16 that, you know, if you are making a commitment,
17 that there is going to be some protections for
18 the city and for the neighborhood.

19 The other thing was a concern about how
20 tenants were recruited, and this was one of the
21 reasons that caused me to take a drive up,
22 because it was a concern that the way people were
23 being, the way tenancy was happening was

1 problematic, problematic for everybody, and that
2 the city had to eventually become involved to try
3 to clean some of it up. Now, I don't know if
4 that is an exaggeration, but I heard that before
5 I went up there and I heard a little bit of it,
6 you know, after I got there. So, you know, I
7 understand that affordable housing should be made
8 available to everybody, but to protect the
9 quality of life and the investments that are
10 being made, questions ought to be asked and there
11 ought to be some assurances as to how people are
12 being recruited to come live in these properties,
13 you know, and so those were big things.

14 The other thing was that -- and
15 admittedly, we only went to Syracuse. We didn't
16 see what they did in Binghamton or Utica, so
17 things could be different. We didn't see
18 anything that had been done in terms of
19 commercial properties and we know that there's a
20 plan to do some, to build some commercial units.
21 I'm asking because of what we've seen in the past
22 here with vacancies in commercial units, that if
23 we are going to do this, that there be a

1 deliberate effort to recruit viable businesses
2 for those properties before the doors open. The
3 fear is, is that, and I am not slamming bodegas,
4 but there are these little shops that happen on
5 the corners and, you know, it's like we have a
6 lot of vacancies in some of the commercial
7 properties and then we also have shop owners that
8 allow anything to happen within their stores.
9 And so I am not saying that that's the plan. I
10 am just asking that the city take good care that
11 in the planning process before any commitments
12 are made, that there are guarantees that are put
13 in play in terms of how people are going to be
14 recruited and how businesses are going to be
15 recruited for those commercial units.

16 CHAIRMAN FERRARA: Okay. Thank you very
17 much.

18 MS. WAY: And I took pictures, if
19 anybody would like to see pictures.

20 CHAIRMAN FERRARA: You could pass them
21 around.

22 MS. WAY: Okay. Thank you.

23 CHAIRMAN FERRARA: Michael?

1 MR. YEVOLI: Susan Holland is next.

2 MS. SUSAN HOLLAND: Hi. Thank you,
3 Chairman, and thank you to the Commissioner for
4 letting me speak. I am Susan Holland, for those
5 of you I don't know. I am from the Historical
6 Albany Foundation, I am the Executive Director.
7 Although we are not in a historic district, there
8 is some historic fabric there. Actually, there
9 is a lot of historic fabric there. It was an
10 early settlement for the City of Albany in a lot
11 of different ways that I will not bore you with
12 those details.

13 I do like the project. I like that
14 there's a major investment coming into the city.
15 I am very happy that the archeological review was
16 done appropriately. I thank the city and thank
17 Housing Visions and Habitat for going forward
18 with that, but I do want to talk about some
19 investment being made into the community that I
20 think needs to happen, needs to happen on every
21 level and unfortunately these guys are just right
22 out in front with this project right now a couple
23 different ways.

1 One is, we need to see some rehabs in
2 these projects. Habitat has promised that they
3 ultimately will do some rehabs. They have been
4 asked by Habitat International to do some rehabs
5 and I know Housing Visions doesn't have that in
6 your vision. I do know you have done rehabs in
7 the past.

8 MR. RUDGICK: Yeah, we have done rehabs,
9 yes.

10 MS. HOLLAND: So we are just begging you
11 to do some. I think there's some still
12 buildings, I'm trying to get in touch with one of
13 the owners of the building who got a long-time
14 family home in one of the rows that is supposed
15 to be demolished, and it would be nice to see
16 that.

17 Also, there is also a concern. I was at
18 a neighborhood meeting, the Sheridan Hollow
19 Neighborhood Association, and there is some
20 concern from the residents, and Justin was there,
21 about their homes needing work and needing some,
22 you know, so they don't end up in sort of the
23 vacant building situation and also there is, they

1 are seeing all this investment being made in new
2 people, that they have been there multi-
3 generational and I think it is important for you
4 all to kind of look at the projects on the
5 holistic view with those folks, as well. And I
6 do commend you, I know there is another meeting
7 with some of the concerned citizens today. So
8 that was great.

9 And also, just one other thing. I
10 noticed an application. There was two permanent
11 jobs that are going to be created and possibly
12 more with the tenants that will go in, but 45
13 construction jobs. When you do rehab, rehab is
14 generally more local jobs, more community jobs
15 and more investment in local materials and local
16 communities. So if you could keep that in mind,
17 as well, that would be great. So thank you.

18 CHAIRMAN FERRARA: Thank you. Okay
19 Dominick Calsolaro?

20 MR. DOMINICK CALSOLARO: I am Dominick
21 Calsolaro. I am an Albany Common Council Member.
22 I appreciate you coming in and doing the work in
23 the area that needs the work and I was glad to

1 hear that you're upping the income up to 80
2 percent, but I still have a really big concern
3 that still a majority of this project is low
4 income rental housing. They have a lot of that
5 in Albany. I have been going to planning
6 meetings for the last 15, 16 years, first as the
7 neighborhood association president of the south
8 end and now the Common Council Member, and now
9 all we hear is that we need more middle class
10 people, we need more homeownership, and we don't
11 seem to be getting it in any of these plans or in
12 any of these developments, this one, south end or
13 anywhere.

14 Just, in fact, in yesterday's Common
15 Council agenda package we had a couple proposals.
16 One is for more property to be turned over to
17 Albany Housing Authority for future whatever,
18 they didn't know what they were going to do with
19 it, but they needed the property. And another
20 one was for high-end apartments in this same
21 area, Sheridan Hollow and down lower Broadway.
22 So we have a high-end, we have condominiums going
23 in, we have high-end apartment with rents that

1 are going to be somewhere between 1,500 to \$2,000
2 a month and then we have low income, which is
3 fine. We need low income housing, we need
4 affordable housing, but we never seem to have
5 anything in the middle. And that, to me, needs
6 to be looked at as part of development in this
7 city and for the neighborhoods, that we need to
8 have middle class. We need to have a better mix
9 of homeownership in these projects and not have
10 them, you know, dominate a majority, 70, 75
11 percent of the projects being rental. The city
12 already only has a 35 to 37 percent homeownership
13 right now and we really need to -- we do not need
14 to have the projects that continue that
15 percentage. We need the percentage to go up of
16 homeownership and that's my concern. Thank you.

17 CHAIRMAN FERRARA: Thank you, sir.

18 Susan?

19 MS. SUSAN COTNER: I'm Susan Cotner, I'm
20 representing myself today, but I do work at 255
21 Orange Street with the Affordable Housing
22 Partnership. I am not here representing the
23 organization, but my plan or my views as a person

1 who works in the neighborhood and drives through
2 the neighborhood everyday, as well as someone
3 with some planning background. So while I
4 support very much we need more affordable
5 homeownership and rental housing, I do think this
6 project is way too dense for our neighborhood.
7 The Charrette process got neighbors very excited
8 about new construction and development, but they
9 really haven't seen enough of the details to
10 understand how difficult it is to be able to go
11 through the neighborhood once this project comes
12 in with 57 new units that are too small. Really
13 what we are seeing in Albany is families doubling
14 up because rents are too high and a lot of
15 crowding. There is going to be a lot of tenant
16 cars in the neighborhood and I'm concerned there
17 is not enough parking that is viable given the
18 slope of the property. So I have a lot of design
19 concerns.

20 The commercial units, again, we've got
21 this beautiful boulevard, Clinton Avenue, with
22 under-utilized commercial space. We are finding
23 it hard to get commercial tenants into Arbor Hill

1 on Swan Street and, again, I think that the
2 rental housing there won't easily support the
3 kind of commercial space that's being planned and
4 to be developed and I am concerned we are going
5 to have more empty space, more empty commercial.
6 If you look the at Arbor Hill plan, neighborhood
7 redevelopment plan, you see it on the city
8 website. The first thing they suggest is
9 supporting new lower-density housing, because
10 it's been a very crowded neighborhood. And what
11 the community members who've lived in a very
12 densely populated neighborhood have asked for, is
13 new housing that is less dense.

14 I don't want to be around the planning
15 table and I won't be in a hundred years where the
16 neighbors are saying we've got too much housing,
17 it's too dense, it's too hard to live in this
18 neighborhood. If we are talking about vibrant
19 urban neighborhoods, I think what we're really
20 looking for is stuff that people will want to go
21 to. I think housing that is this dense will
22 drive people away because it will just be too
23 hard to get through the kids playing in the

1 streets because there is no easy place for them
2 to play because, again, moms cannot, you know,
3 very adequately monitor kids' behaviors in the
4 park that will be a block away. It's just not
5 how kids deserve to live. So, again, we are
6 rebuilding, recreating 1800, 1910 housing. We
7 don't live in 1910 any longer. We have got a lot
8 of cars.

9 I love the project, it's fantastic to
10 have new construction. We support the mission,
11 but we'd really like to see it less dense.
12 Housing Visions, Habitat, there is a million
13 dollars in developer fees tied to this project.
14 I'd really love to see the city ask for some of
15 that money to jump start a rehab fund, because
16 that's what the neighbors in this community want
17 and need. The owner occupancy has lived there
18 for generations, as Susan was talking about. And
19 the tenants that live there now, the tenants that
20 live in Sheridan Hollow, the first question is
21 can I get into that new housing? And my worry is
22 their incomes are so low they are not going to
23 meet your income guidelines, they won't be able

1 to afford this brand new housing. We need to
2 serve them. This is a great opportunity, a once
3 in a lifetime opportunity to really impact a
4 fantastic neighborhood and I think we are going a
5 little too dense down the wrong direction. Thank
6 you.

7 CHAIRMAN FERRARA: Okay. Ron Baily?

8 MR. RONALD BAILY: Hi. I'm City Council
9 Member Ron Baily and I represent Sheridan Hollow
10 area. I am glad to hear what I am hearing from
11 the people that I deal with everyday in the
12 community. You know, I took the opportunity to
13 ask Arlene and some of the other people to take a
14 ride up to Syracuse and take a look at some of
15 the projects up there that Housing Visions had
16 done, and I saw there is pictures going around of
17 some of the properties they looked at. My
18 concern is, as the rest, about it being too
19 condensed, you know, and about the commercial
20 aspect of it, the kind of commercial business you
21 want to put down there.

22 You know, we did the Arbor Hill
23 development and we still got empty commercial

1 spots up there, because the reason is we don't
2 have people that deal with commercial, getting
3 commercial business into our community. So
4 that's one of the biggest things that we are
5 looking at. I like the project and, you know,
6 I'm all for rebuilding, but my thing is, it's got
7 to be where people can afford to live there. You
8 know, I hear everyday from people in the
9 community where new people are coming up and
10 rehabbing buildings to put up, but the rent is
11 sky high. You know, have an apartment on Clinton
12 Avenue and Henry Johnson for over a thousand
13 dollars a month. Who could afford that?

14 So we really don't need construction
15 down there that is going to build and make it
16 real hard for the people in the community to live
17 there, you know, and I take special interest
18 because I grew up in that neighborhood. I
19 remember the mom and pop store on the corner of
20 Sheridan and Dove. I remember the cleaners up
21 the street. I remember the car wash at the
22 bottom of the hill where the Charrette is, a
23 three-bay scar wash. See, I remember everything

1 that used to be there. I used to live there. I
2 remember the little churches that used to be on
3 that block. So it's real special to me to make
4 sure that that block is built the way it's
5 supposed to be rebuilt and that the people can
6 afford to live there, you know.

7 As you look at the plan, we were
8 noticing that there were certain ways for
9 emergency vehicles to have to come one way, you
10 know, and that's a problem also with that. It
11 needs to be set up where emergency vehicles could
12 come in either way to do whatever they need to
13 do. You know, I am not against it, but I'm with
14 the people from my community. You know, we sit,
15 we talk, we look, you know, and I stayed away
16 from some of the meetings just so the people in
17 the community can talk and not have me there as
18 the one to twist their arm and say let's go this
19 way, but I stand with the people in the community
20 on this about we need to have a little more less
21 condensed the way they want to make it. Thank
22 you.

23 CHAIRMAN FERRARA: Thank you, sir.

1 Anyone else wish to speak in regard to this
2 project?

3 MR. COLIN McCOY: Yes, I'd like to say
4 something.

5 CHAIRMAN FERRARA: Yes, sir, your name,
6 please?

7 MR. McCOY: My name is Colin McCoy and I
8 live at 260 Clinton Avenue and I own some
9 property on Orange Street and I agree with a lot
10 of the comments that have already been made, but
11 there's one thing that really struck me about
12 the, about the plan. It's not discussed in the
13 statement that I have, but on the maps, and that
14 is that Dove Street, that Dove Street is,
15 according to the maps, to be blocked off between
16 Spruce and Sheridan. Now, I don't know, this
17 Board maybe isn't dealing with that particular
18 issue, but I thought this was not a very good
19 idea and it strikes me as the kind of thing that
20 somebody who's coming from the outside and looks
21 at a map and says, well, this would be a nice
22 thing to have happen, but I think it's, to me
23 it's a sign of, you know, not really being

1 familiar with the immediate circumstances and
2 having this sort of grand vision of a wonderful
3 community, but not really dealing with the
4 realities. Okay, that's it.

5 CHAIRMAN FERRARA: Thank you, sir.
6 Anyone else?

7 MR. RUDGICK: Is there an opportunity
8 for me to comment or? I was just asking.

9 MR. YEVOLI: This is a public hearing.
10 We took any information. There will be absolute
11 opportunities, I think, and I yield to the Board,
12 but of course we'll continue until there's a
13 deliberation on this to take comments from both
14 the public and the applicant and have it as part
15 of the record.

16 CHAIRMAN FERRARA: Right.

17 MS. SHEEHAN: And can I just like say
18 something for the public that is here? We
19 appreciate all of this input and I know that most
20 of you understand what this Board does, but, you
21 know, we are not a planning board. We don't make
22 planning board decisions, and a lot of the things
23 that we've heard about deal with the design and

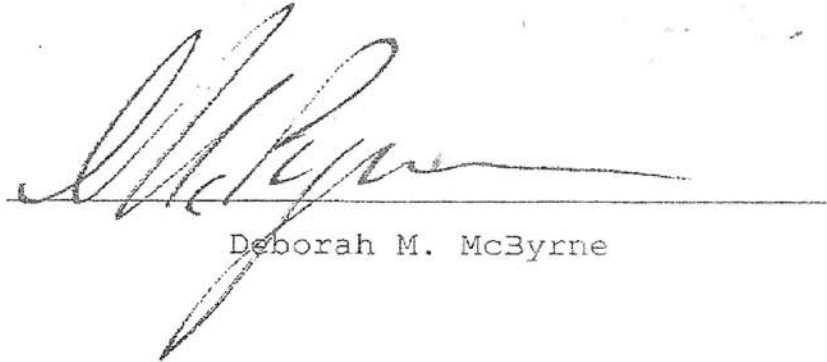
1 concerns around the impact that it is going to
2 have in the community and I share those concerns.
3 The question that is going to be before us, is
4 whether we are going to provide tax incentives
5 for this project to be built and, you know, that
6 consideration and the deliberation that we do
7 along those lines is somewhat different than the
8 planning. And so while we hear your concerns, I
9 just want to make sure everybody understands what
10 our role is in taking in this information.

11 CHAIRMAN FERRARA: Thank you, Kathy.
12 Okay. Therefore, I will officially close the
13 public hearing in regard to the Housing Visions
14 Consultants, Inc. on behalf of Sheridan Hollow
15 Village, L.L.C. and Sheridan Hollow Enterprises,
16 L.L.C. Thank you very much.

17 (Whereupon the public hearing is
18 concluded at 12:32 p.m.)
19
20
21
22
23

C E R T I F I C A T I O N

I, Deborah M. McByrne, a Shorthand
Reporter and Notary Public of the State of New
York, do hereby certify that the above and
foregoing is a true and correct transcript of the
proceedings as mentioned in the heading hereof, to
the best of my knowledge and belief.

A handwritten signature in cursive script, appearing to read 'D. McByrne', is written over a horizontal line. The signature is fluid and extends to the right of the line.

Deborah M. McByrne



HOUSINGVISIONS

Real Plans. Real People. Real Progress.

MEMORANDUM

TO: City of Albany IDA Board Members
FROM: Justin Rudgick, Regional Development Manager – Housing Visions
RE: Sheridan Hollow Village – Public Hearing
DATE: December 5, 2012

At the Public Hearing on November 15, 2012 for the proposed Sheridan Hollow Village development a few concerns were raised during public comments. At the Public Hearing there was not an opportunity to directly address the public comments. Housing Visions' believes it is important to address the concerns in an informative and educational manner. Specifically, we will address the following:

- Project Design
- Density
- Housing Visions' Experience & Property Management.

Project Design:

The Sheridan Hollow Village development concept was born out of multiple comprehensive planning documents such as the Arbor Hill Neighborhood Plan prepared in 2003, and the University of Albany Planning Studio's report "Sheridan Hollow: Steps Forward" prepared in 2010. The broader Arbor Hill Neighborhood Plan of 2003 that acknowledges:

"one must create a market that does not already exist to create sustainable change in a neighborhood as distressed as the core area of Sheridan Hollow....This can only be achieved by securing enough control of properties in a given block or set of blocks so that the future can be driven by strategic targeted investments. "

Prior to embarking upon a plan in Sheridan Hollow without public input, Habitat for Humanity built a coalition of partners to further examine the neighborhood which included Housing Visions, Touhey Home Ownership Foundation, and the City of Albany Department of Development and Planning. What evolved was a thoroughly planned and executed design charrette in April of 2012. The intensive 4 day design charrette was attended by more than 400 participants including stakeholders, residents, business owners, and city departments to create and support a feasible plan representing transformative community change. At the post charrette community meeting in July of 2012 more than 100 attended to learn about the results of the report.

Without a project of magnitude and clearly visible change, it will be difficult to alter the perception of the Sheridan Hollow neighborhood. To date, the first phase of redevelopment has appeared at 6 total public meetings before the planning and zoning boards with approvals at each step from the respective boards.

The opportunity to influence the design of the proposed project was available on multiple occasions and both Housing Visions and Habitat for Humanity Capital District were always available for input and feedback about the proposed project.

Housing Visions has entered into a transformational partnership with Habitat for Humanity Capital District and the Touhey Home Ownership Foundation to holistically revitalize the Sheridan Hollow neighborhood as a mixed-income, mixed-use sustainable community. This comprehensive project will effect broad change by creating opportunities for affordable new construction home ownership, quality rental housing, retail and commercial investments, streetscape improvements, enhanced public safety and public park restoration.

Density – Rental vs. Homeownership

On page 55 of the Sheridan Hollow Revitalization Plan, it is quoted; “If Sheridan Hollow is to thrive; a larger resident base must be recruited.” Habitat for Humanity Capital District and Touhey Home Ownership Foundation are leading the development of affordable, mixed-income home ownership opportunities through the planned construction of 10 single family homes and 10 two-family owner occupied residences for a total of 20 buildings. Housing Visions will bring to the neighborhood quality, affordable rental housing through newly constructing 17 buildings (of which the majority are two unit buildings) providing 57 units and 7,331 square feet of leasable commercial space. As a combined comprehensive project, the components will bring wholesale change to the Sheridan Hollow neighborhood in Albany over multiple blocks that are now vastly vacant and underutilized.

Sheridan Hollow Village is the first phase of the proposed comprehensive neighborhood redevelopment in the neighborhood. When complete, Sheridan Hollow aims to have a 51% to 49% home ownership to rental ratio. This does not include the conversion of Housing Visions’ buildings into owner occupied two-family residences at the end of the 15 year compliance period for the Low Income Housing Tax Credit program. 15 out of 17 of Housing Visions’ proposed rental buildings are designed to be sold to qualified tenants at the end of the 15 year compliance period which will only further improve the home ownership to rental ratio in the Sheridan Hollow neighborhood.

Housing Visions’ Experience & Property Management (please see attached letters of support):

Housing Visions is a not for profit community based organization that was formed in 1990 to improve the quality of housing and the quality of life in the Greater East Genesee Street Neighborhood in Syracuse. Through the utilization of the Low Income Housing Tax Credits administered by the NYS Homes & Community Renewal, Housing Visions has developed a proven track record of developing quality affordable housing projects over a 20+ year period. Housing Visions has developed projects in 8 cities in upstate NY and has leveraged over \$200 million in investments producing nearly 1,000 units of quality affordable housing.

Housing Visions is a developer, general contractor, and property manager. The vertical integration ensures a holistic view/comprehensive approach to neighborhood revitalization

because the focus is quality – we develop, build, and manage the properties, which sets the tone for having the mindset of not just building housing but revitalizing neighborhoods.

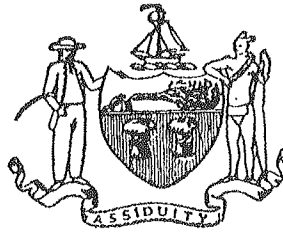
In November 2011, Housing Visions was officially inducted into the prestigious Institute of Real Estate Management (IREM) as an Accredited Management Organization (AMO). Housing Visions joined a network of just over 500 companies nationwide that share this noteworthy accreditation. Housing Visions is the first AMO with their offices located in Syracuse, NY, and one of the few that specializes in affordable housing.

Housing Visions' Property Management Staff undertakes an exhaustive resident selection process to ensure program compliance and meet the mission of neighborhood revitalization. Every potential resident must meet the following steps prior to signing a lease:

- Third Party Income Verification
- Criminal Background Check
- Credit Check
- Previous Landlord Reference
- Sex Offender Check
- In-Home Visit: pre-scheduled interview with potential resident in current home environment

Once a resident signs a lease, units are regularly inspected by Property Management, NYS HCR, and Tax Credit investors. In addition, because Housing Visions will act as the Property Manager, service calls to apartments become informal inspections by staff.

The reality is that if Housing Visions was not effectively managing our properties, NYS Homes & Community Renewal would not consistently fund Housing Visions' developments. Housing Visions' mission is providing quality affordable housing to improve the quality of life through a comprehensive approach. Sheridan Hollow Village has the right plans, tools, support, and partners to permanently improve the socioeconomic fabric of the long neglected Sheridan Hollow neighborhood.



CITY OF ALBANY
COMMON COUNCIL

Council Member 3rd Ward
Ronald E. Bailey
496 Elk Street
Albany, New York 12206

TELEPHONE: 518-300-8797
FAX: 518 434-5081
RONALD.BAILEY47@YAHOO.COM

VICE CHAIR
HOUSING AND COMMUNITY
DEVELOPMENT

MEMBER
GENERAL SERVICES, HEALTH
AND ENVIRONMENT

PLANNING, ECONOMIC
DEVELOPMENT AND LAND
USE

Friday, December 14, 2012

IDA Board of Directors
21 Lodge St.
Albany, NY 12207

Dear IDA Board of Directors:

As the Councilman of the 3rd ward, I would like to express my overwhelming support for the Sheridan Hollow Village revitalization initiative. The 3rd ward is home to the Sheridan Hollow neighborhood, and I cannot imagine a better opportunity for my community to quickly recover from its current issue of vacancy and disrepair. The Sheridan Hollow Village revitalization initiative has the blueprint for a sustainable community. Led by Habitat for Humanity Capital District (HfHCD), the Touhey Home Ownership Foundation and Housing Visions (HV), this comprehensive project will effect broad change by creating affordable, mixed-income homeownership opportunities, public park space, affordable rental units and mixed-use buildings that will be integrated in the fabric of the neighborhood. My support extends into every aspect of the project: homeownership that will increase resident stability, high-quality rentals to fill a housing product that has been neglected, and the commercial space to capitalize on Sheridan Hollow's greatest asset, its proximity to the downtown and state offices.

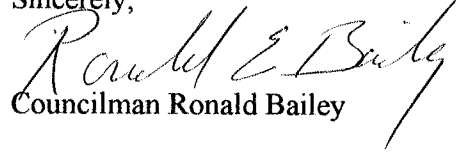
I have personally reviewed the work that HV has completed in other communities and I approve of both the projects they have done in the past and the work slated to be completed in Sheridan Hollow. Not to be confused with affordable housing development, their model of sustainable neighborhood revitalization not only focuses on physical change and improvements but also delivers the plans, tools and support that permanently improve the socio-economic fabric of a community. Quality, human services and long-term community partnerships highlight some of the unique points of their approach. Building successfully in five communities in Central New York, I fully support their thoughtful integration into this comprehensive project.

The Sheridan Hollow Village project was born out of a charrette that brought the entire community together: business owners, city officials, political powers, faith leaders, and the residents themselves. Built upon this solid foundation of public and private leadership, the project has robust support within the community, and its collaborative efforts have already been showcased at a national level.

The new facilities will increase the City's tax base, eliminate blight and promote re-investment in an important and historically significant neighborhood. The inclusion of recreational green space and mixed-use anchor buildings supports the goal of rebuilding a sustainable, holistic community that will attract and provide services for a diverse population.

I strongly support this transformational plan for revitalization in Sheridan Hollow and I am proud to be a key stakeholder and participant in the planning for this project. In support of this project, I urge the IDA Board of Directors to support this project.

Sincerely,

A handwritten signature in cursive script, reading "Ronald E. Bailey". The signature is written in dark ink and is positioned above the printed name.

Councilman Ronald Bailey

Tuesday, December 18, 2012

IDA Board of Directors
21 Lodge St.
Albany, NY 12207

Dear IDA Board of Directors:

My name is Timothy Harper. I am the Pastor of the New Jerusalem Home of the Saved Church located at 160 Sheridan Avenue Albany. I also serve as the Department Chair and an Associate Professor in the Management and Business Department at Skidmore College in Saratoga Springs, NY. I write this letter jointly with my wife, Pamela Harper, Ph.D., who serves as an Assistant Professor at Marist College in addition to holding key roles at the church including directing several major programs including the New Jerusalem Block Party, Annual Anniversary Events and Toys for Tot Program. The Toys for Tots program delivers toys to underserved children in Sheridan Hollow as well as across the Capital District.

New Jerusalem Home of the Saved Church has been a fixture in the Sheridan Hollow Community for many years. Judge Tom Keefe and Mayor Jennings have actively engaged the church at different points in its history. Rev. Claire J Murray shepherded the church prior to me becoming Pastor in 2006. I have attended the church for twenty years so I have become highly familiar with the concerns of the Sheridan Hollow community, its residents and stakeholders. We spend each summer (twice a week) canvassing the Sheridan Hollow and Arbor Hill communities. We have become intimate with members of the Sheridan Hollow Community as well as the major concerns and issues that they face as residents of a locale highlighted by blight and despair. However, we are optimistic as ever!

We have developed a high level of energy and excitement regarding the Sheridan Hollow Village revitalization initiative spurred by the leadership of Habitat for Humanity, and Mike Jacobson, in particular. We have developed an excellent working relationship with Mike and his staff including Fred and Hannah. The New Jerusalem congregation is energized by the exciting plans that have been shared with us and the Sheridan Hollow Community.

We have hosted several capacity-filled events related to the Sheridan Hollow Village revitalization initiative. People were eager to learn about the specific details that would bring overdue and substantial change to the Sheridan Hollow Community. Many of our congregants look forward to applying for homes, walking the beautiful streets of Sheridan Avenue, engaging neighbors in a living and sustainable community while being able to shop for necessities and essentials near their place of residence. For the New Jerusalem Church this has become personal.

We have a huge stake in seeing broad change in the form of affordable, mixed-income homeownership opportunities, public park space, affordable rental units and mixed-use buildings that will be integrated to form a living community. Further, we don't underestimate the future impact of resident stability, high-quality rentals to fill a housing product that has been neglected, and the commercial space to capitalize on Sheridan Hollow's greatest asset, its proximity to the downtown and state offices where significant improvements are already taking place in so many ways.

We wholly support the efforts of Habitat for Humanity Capital District (HfHCD), the Touhey Home Ownership Foundation and Housing Visions (HV).to make Sheridan Hollow “home” again for so many people and stakeholders. We feel that their joint innovation and productivity will yield great benefits in Sheridan Hollow to all stakeholders while minimizing costs and negative effects generally associated with neighborhood revitalizations.

Again, the plans of Habitat for Humanity Capital District (HfHCD), the Touhey Home Ownership Foundation and Housing Visions (HV) have the full support of the New Jerusalem Home of the Saved church leadership including the Pastor, Trustee Board, Deacons/Deaconesses and congregation.

Please feel free to contact me at newjerusalemlive@gmail.com or 518-463-0260 if you have any questions.

Sincerely,

Timothy L. Harper

Rev. Timothy L. Harper, Ph.D.
New Jerusalem Home of the Saved Church

Department Chair and Associate Professor,
Management and Business Department
Skidmore College



ROBERT PALMIERI
MAYOR

CITY OF UTICA

Department of Urban & Economic Development
1 Kennedy Plaza, Utica, New York 13502
(315) 792-0181 fax: (315) 797-6607

BRIAN THOMAS
ACTING COMMISSIONER

November 24, 2012

Housing Visions
Attn: Mr. Kenyon Craig, President
1201 East Fayette Street, Suite 26
Syracuse, New York 13210

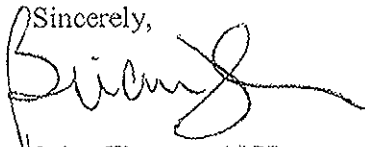
Dear Mr. Craig:

It is my pleasure to write this letter of recommendation in support of the work and the mission of your organization, Housing Visions.

The City of Utica, through this Department, has been working in partnership with Housing Visions to revitalize many of the City's neighborhoods for well over ten years. With the City's limited HOME Investment Partnership funds that it receives as a participating jurisdiction from the US Department of Housing & Urban Development, the City has worked with Housing Visions to leverage a significant amount of funding through the Low Income Housing Tax Credit (LIHTC) program. Your organization has a proven track record and an impressive success rate in securing highly competitive LIHTC funds.

Beyond just the construction of affordable housing, however, Housing Visions remains an active partner in community revitalization through the maintenance and management of your properties. The strict screening process employed by Housing Visions at time of application has ensured quality tenants that are committed to maintaining a safe environment in the neighborhood.

The City of Utica has enjoyed a mutually beneficial relationship with Housing Visions for more than a decade and looks forward to many more successful projects.

Sincerely,

Brian Thomas, AICP
Commissioner



Mr. Benjamin Lockwood
Director of Development
Housing Visions Consultants, Inc.
1201 East Fayette Street, Suite 26
Syracuse, NY 13210

December 3, 2012

Dear Mr. Lockwood,

We are pleased to offer our support to Housing Visions (HV) in its continued development efforts.

Northside Urban Partnership (Northside UP) is tasked with comprehensive revitalization of the Northside of Syracuse. Sponsoring organizations in the partnership include Catholic Charities of Onondaga County, a county-wide social service provider; Center State Corporation for Economic Opportunity, Central New York's premier business leadership and economic development organization; St. Joseph's Hospital Health Center, the neighborhood's anchor institution and health care provider; Assumption Church, a neighborhood social service provider; and the Greater North Salina Business Association, the neighborhood merchant association.

Housing is a significant part of our revitalization strategy, and we therefore work to facilitate the development of owner-occupied housing, as well as both market-rate and affordable rental housing. Affordable housing is an essential ingredient within our strategy, but it's something that comes with many challenges. There are dozens of examples in our community where affordable housing actually detracts from surrounding properties. Some affordable housing spurs crime and other challenges. It is therefore imperative to develop quality affordable rental housing that adds value to the neighborhood, while providing low-income residents the opportunity to live safe and clean conditions. When looking to initiate affordable housing developments, we are looking for three elements: quality construction, consistent maintenance, and vigilant management.

Housing Visions brings these elements in spades. When we announced our first major project with Housing Visions, Prospect Hill Homes, there was much skepticism in the community. Many community members feared that the development would look and feel like a traditional "housing project". Today, people are typically surprised to learn these beautiful town homes are affordable.

Unlike many affordable housing developers, Housing Visions is committed to revitalizing communities. Their work, therefore, needs to contribute to a larger vision for community development. Their commitment to this can be seen in every aspect of their organization. All of their properties look beautiful and are well managed. It's almost unheard of for any criminal activity to come out of a Housing Visions unit.

I have worked and lived in half a dozen cities, and Housing Visions is the most exemplary affordable housing developer and manager that I've encountered. I've been very supportive of their efforts to expand into other cities, because I believe that every city needs what they bring to the table.

Sincerely,

A handwritten signature in cursive script, reading 'Dominic Robinson'.

Dominic Robinson, Director



Home HeadQuarters, Inc.

SYRACUSE & CENTRAL • NY

RECEIVED
NOV 26 2012

November 20, 2012

Kenyon Craig
President, Housing Visions
1201 East Fayette Street, Suite 26
Syracuse, NY 13210

Dear Mr. Craig:

As you know, Home HeadQuarters and Housing Visions have enjoyed a longstanding and complementary relationship for more than 15 years. Together we have contributed to meaningful neighborhood revitalization and positive, lasting change.

Home HeadQuarters is a private non-profit organization serving the housing and community development needs of residents of Syracuse and Central New York, through the provision of financial, real estate development, and human services. As part of our comprehensive approach to neighborhood renewal, Home HeadQuarters provides a wide variety of homeownership services, including a home improvement loan and grant products, development of vacant and distressed properties for sale to first-time homebuyers, and financial and homebuyer education and counseling. For more than 5 years, Home HeadQuarters has landed in the top 5 of 240+ NeighborWorks® organizations nationwide for lending production, and in the top 20 for homebuyers facilitated.

Although our primary programming focuses on promoting and retaining homeownership, we and many community stakeholders recognize the importance of having a balance of affordable, quality rental housing available to the underserved members of our community. Housing Visions has consistently developed and managed high-quality rental housing for very low-income populations throughout some of Syracuse's most disinvested areas, serving in partnership and as a catalyst for true neighborhood transformations. This level of production and standard of quality would never have been accomplished without Housing Visions, and your organization has set a high bar for others to strive toward.

Thank you for your tireless efforts and commitment to quality construction, design, and property management, as the extensive projects your organization has completed are undeniably community assets.

Sincerely,


Kerry P. Quaglia
Executive Director



990 James Street • Suite 100 • Syracuse, NY 13203
(t) 315.474.1939 • (f) 315.474.0637 • www.homehq.org


CHARTERED MEMBER



Capital District Association of Rental Property Owners, Inc.
PO Box 11097 Albany, NY 12211
www.CDARPO.org
(518) 433-7377

November 21, 2012

Habitat for Humanity
Attention: Michael Jacobson
Executive Director
454 North Pearl Street
Albany, New York 12204

Dear Mr. Jacobson,

All of us at CDARPO thank you very much for the thorough elaboration of your Habitat for Humanity Capital District's Sheridan Hollow project, last Thursday. We believe the aforementioned project will improve the surrounding community and neighborhoods. We look forward to your return at a later date to give us an update and possibly answer more questions.

Very truly yours,

A handwritten signature in cursive script that reads 'Maria Eastwood'.

Maria Eastwood,
Vice President



GERALD D. JENNINGS
MAYOR

OFFICE OF THE MAYOR
CITY OF ALBANY
CITY HALL
24 EAGLE STREET
ALBANY, NEW YORK 12207



October 22, 2012

Benjamin Lockwood, Director of Development
Housing Visions
1201 E. Fayette St.
Syracuse, NY 13210

Dear Mr. Lockwood:

The City of Albany would like to express its strong support for the Sheridan Hollow Village comprehensive neighborhood revitalization initiative that Housing Visions has partnered with Habitat for Humanity Capital District to revitalize Sheridan Hollow into a mixed-use, mixed-income sustainable neighborhood. This is the type of partnership that the City would like to see in moving forward to developing innovative housing opportunities in Albany.

As proposed, Housing Visions will develop 17 new buildings providing 57 units of high quality affordable rental housing with approximately 7,667 square feet of leasable commercial space in conjunction with Habitat for Humanity developing 10 single family homes alongside the support from the Touhey Home Ownership Foundation to construct an additional 10 residences designed as two-family owner occupied homes.

The City of Albany strongly supports this transformational plan for revitalizing Sheridan Hollow and is proud to be a key stakeholder and participant in planning for this project. In support of this project, the City of Albany urges the funding application submitted by Housing Visions to be fully funded.

Sincerely,

Gerald D. Jennings
Mayor, City of Albany

NEW YORK
STATE
SENATE

ALBANY, NEW YORK 12247



NEIL D. BRESLIN
SENATOR, 46TH DISTRICT
DEPUTY MINORITY LEADER

RANKING MINORITY MEMBER
INSURANCE COMMITTEE

COMMITTEES

BANKS

EDUCATION

ETHICS

FINANCE

JUDICIARY

RULES

ROOM 413
STATE CAPITOL
ALBANY, NEW YORK 12247
TEL. 518-455-2225
FAX 518-426-6807

OCT 22 2012

October 17, 2012

Benjamin Lockwood
Director of Development
Housing Visions Consultants, Inc.
1201 East Fayette Street, Suite 26
Syracuse, NY 13210

RE: Sheridan Hollow Village-Comprehensive Neighborhood Revitalization

Dear Mr. Lockwood:

I am writing to offer enthusiastic support for your application to NYS Homes & Community Renewal for Sheridan Hollow Village, a comprehensive neighborhood revitalization project as you seek Federal Low Income Housing Tax Credits (LIHC) and New York State Low Income Housing Tax Credits (SLIHC).

As you partner with Habitat for Humanity and the Touhey Home Ownership Foundation, I commend Housing Visions' component of Sheridan Hollow Village in your proposal to develop 57 units of quality affordable rental housing through the new construction of 17 buildings. This project will effect broad change by creating opportunities for affordable homeownership, quality rental housing, new retail and commercial investments, streetscape improvements, enhanced public safety and neighborhood revitalization. Further, the Sheridan Hollow Village project will increase the City's tax base, eliminate blight and promote re-investment in an important and historically significant neighborhood. This project will accomplish a great deal in revitalizing our community and improving the quality of life in the City of Albany.

Again, I fully support your application to NYS Homes & Community Renewal.

Sincerely,

Neil D. Breslin
Member of Senate

NDB:bsr

PAUL TONKO
21ST DISTRICT, NEW YORK

COMMITTEE ON
NATURAL RESOURCES

COMMITTEE ON
SCIENCE, SPACE, AND TECHNOLOGY



Congress of the United States
House of Representatives
Washington, DC 20515-3221

422 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-5076

DISTRICT OFFICES:
61 COLUMBIA STREET
4TH FLOOR
ALBANY, NY 12210
(518) 465-0700

61 CHURCH STREET
ROOM 309
AMSTERDAM, NY 12010
(518) 843-3400

105 JAY STREET
ROOM 15
SCHENECTADY, NY 12305
(518) 374-4547

October 22, 2012

Darryl C. Towns, Commissioner/CEO
NYS Homes and Community Renewal
Hampton Plaza, 2nd floor
38-40 State Street
Albany, NY 12207

Dear Commissioner Towns:

I would like to extend my support for an application from Housing Visions Consultants, Inc., for the Sheridan Hollow Village Comprehensive Neighborhood Revitalization project.

This project will effect broad change by creating opportunities for affordable mixed-income home ownership, quality rental housing, new retail and commercial investments, streetscape improvements, enhanced public safety and neighborhood revitalization. It will also increase the tax base, eliminate blight and promote reinvestment in an important and historically significant neighborhood.

Federal and State Low Income Housing Tax Credits (LIHC/SLIHC) are an important resource for this project. Your full and fair consideration of this request, consistent with current laws, rules, regulations, agency and New York State policy, is appreciated.

Sincerely,

PAUL D. TONKO
Member of Congress

PDT/mjs

JOHN J. MCENENY
104TH A.D.



NEW YORK STATE ASSEMBLY

October 22, 2012

Benjamin Lockwood, Director of Development
Housing Visions Consultants, Inc.
1201 East Fayette Street, Suite 26
Syracuse, New York 13210

Dear Mr. Lockwood:

I am writing in support of your funding application to the NYS Homes & Community Renewal for the Sheridan Hollow Village- Comprehensive Neighborhood Revitalization project.

Having been a lifelong resident of the city of Albany and one of the State Assemblymen to represent the Capital District I understand the need for this project. It is essential that we have quality affordable residential rental options available to our residents. Sheridan Hollow is an area prime for this type of development. With the recent renewed interest in residential building going on in downtown Albany this will be a wonderful addition to help increase the housing stock in the downtown area. The key to rejuvenating downtown is to increase the number of people who live there. This project is an essential component to that goal.

I am supportive of this project and I would urge that your application for funding from New York State Homes& Community renewal will be approved.

Sincerely,

A handwritten signature in dark ink, appearing to read "John J. McEneny".

John J. McEneny
Member of Assembly



July 10, 2012

Mike Jacobson, Executive Director
Habitat for Humanity Capital District
454 North Pearl Street
Albany, NY 12204

Benjamin Lockwood, Director of Development
Housing Visions Consultants, Inc.
1201 East Fayette Street, Suite 26
Syracuse, NY 13210

Dear Mr. Jacobson and Mr. Lockwood:

On behalf of the Community Loan Fund of the Capital Region, Inc., and its affiliate the Albany Center for Economic Success, I am pleased to write this letter in support of the Sheridan Hollow Village revitalization initiative.

Led by Habitat for Humanity Capital District (HfHCD), the Touhey Home Ownership Foundation and Housing Visions (HV), this comprehensive project will effect broad change by creating opportunities for affordable homeownership, quality rental housing, commercial investments, streetscape and public park improvements and neighborhood revitalization.

It is our understanding that Sheridan Hollow Village development partners plan to submit applications to various public and private sources. Through the Capital Region Economic Development Council, HfHCD is applying for Municipal Parks Program funding to develop an expanded public park in Sheridan Hollow and HV is submitting an Urban Initiatives application to develop 5,500 square feet of commercial space on the 1st floor of a mixed-use building of which quality affordable rental housing will be developed on the 2nd and 3rd floor. HfHCD is also applying for funding through the NYS Office of Community Renewal to develop ten (10) single-family homes, which will complement the \$1 million investment by the Touhey Home Ownership Foundation for ten (10) additional homeownership units, for a total of twenty (20) homes in Phase 1. HV will be applying to NYS Homes & Community Renewal for tax credits to develop approximately sixty (60) units of quality affordable, mixed-income rental housing. Within HfHCD's Phase 1 target zone, HV will develop one (1) mixed-use building with twelve (12) rental housing units and three (3) two-family row houses with six (6) units for total of eighteen (18) affordable, quality rental units.

The Sheridan Hollow Village project will increase the City's tax base, eliminate blight and promote re-investment in an important and historically significant neighborhood. The inclusion of recreational green space and mixed-use buildings supports the goal of rebuilding a sustainable, holistic community that will attract and provide services for a diverse population.

The Community Loan Fund is a regional nonprofit financial institution with a community development mission. Based in Albany since 1985, and in Sheridan Hollow since 1998, we have made more than \$31 million in loans to more than 645 community and economic development projects throughout the Capital Region.

The Community Loan Fund has made fourteen (14) loans to HfHCD, totaling approximately \$1.3 million. Twelve (12) loans have been utilized to create eighteen (18) units of much needed affordable housing. We also financed the purchase and renovation of a North Albany facility for the group's offices and entrepreneurial ventures. Our organization has been extremely pleased with the results and, in fact, in 2007 honored HfHCD with our Social Enterprise Award, recognizing their outstanding contributions to the community and their commitment to fiscal responsibility. We would welcome any future loan applications for Sheridan Hollow, and other, projects.


In 2010, the Community Loan Fund became the sole member of the nonprofit Albany Center for Economic Success (ACES) and now manages the ACES' small business incubator and community development facility located at 255 Orange Street, an anchor in the Sheridan Hollow neighborhood since 1993. The Community Loan Fund is also a partner with the City of Albany, and the Affordable Housing Partnership, on a NYS Department of State Brownfield Opportunity Area grant for the Sheridan Hollow neighborhood.

We strongly support the multi-faceted efforts for an equitable and sustainable Sheridan Hollow revitalization, with mixed-incomes and mixed-uses, and we will participate wherever we can in both planning and implementation. Our priority strategies include supporting: (1) maximum existing resident and small business owner involvement in planning and decision-making; (2) the rehabilitation of existing residential and commercial structures, where feasible; and (3) to the extent practical, the preservation of long-term affordability for both residential and commercial uses.

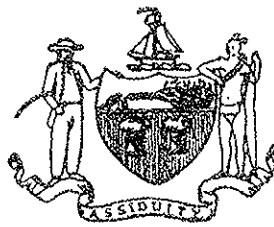
We wish you the best in your funding applications and we will be available if you would like to call upon us.

Please do not hesitate to contact us if we can be of any further assistance. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Radliff', written over the word 'Sincerely,'.

Bob Radliff
Executive Director



CITY OF ALBANY
COMMON COUNCIL

Council Member 3rd Ward

Ronald E. Bailey
496 Elk Street
Albany, New York 12206

TELEPHONE: 518-300-8797

FAX: 518 434-5081

RONALD.BAILEY47@YAHOO.COM

VICE CHAIR
HOUSING AND COMMUNITY
DEVELOPMENT

MEMBER
GENERAL SERVICES, HEALTH
AND ENVIRONMENT

PLANNING, ECONOMIC
DEVELOPMENT AND LAND
USE

July 15, 2012

Mike Jacobson, Executive Director
Habitat for Humanity Capital District
454 North Pearl Street
Albany, NY 12204

Benjamin Lockwood, Director of Development
Housing Visions Consultants, Inc.
1201 East Fayette Street, Suite 26
Syracuse, NY 13210

Dear Mr. Jacobson and Mr. Lockwood:

Councilman Ronald Bailey would like to express its support for the Sheridan Hollow Village revitalization initiative. Led by Habitat for Humanity Capital District (HfHCD), the Touhey Home Ownership Foundation and Housing Visions (HV), this comprehensive project will effect broad change by creating opportunities for affordable homeownership, quality rental housing, commercial investments, streetscape and public park improvements and neighborhood revitalization.

Sheridan Hollow Village development partners are submitting applications for funding that will capitalize the project and leverage private donations and support from the community. Through the Capital District Regional Economic Development Council, (HfHCD) is applying for Municipal Parks Program funding to develop an expanded public park in Sheridan Hollow and HV is submitting an Urban Initiatives application to develop 5,500 square feet of commercial space on the 1st floor of a mixed-use building of which quality affordable rental housing will be developed on the 2nd and 3rd floor. HfHCD is also applying for funding through the NYS Office of Community Renewal to develop ten single-family homes, which will complement the \$1 million investment by the Touhey Home Ownership Foundation for ten additional homeownership units for a total of 20 homes in Phase 1. HV is applying to NYS Homes & Community Renewal for Federal Low Income Housing Tax Credits (LIHC) and New York State Low Income Housing Tax Credits (SLIHC) to develop approximately 60 units of quality affordable, mixed-income rental housing. Within HfHCD's Phase 1 target zone, HV will develop one mixed use building with 12 rental housing units and three two-family rowhouses with six units for total of 18 affordable, quality rental units.

The Sheridan Hollow Village project will increase the City's tax base, eliminate blight and promote re-investment in an important and historically significant neighborhood. The inclusion

of recreational green space and mixed-use anchor buildings supports the goal of rebuilding a sustainable, holistic community that will attract and provide services for a diverse population.

I strongly support this plan for transformational revitalization in Sheridan Hollow urge the above applications to be fully funded.

Sincerely,

A handwritten signature in black ink that reads "Ronald E. Bailey". The signature is written in a cursive style with a large, stylized "R" and a long, sweeping underline.

Ronald E. Bailey
Councilman 3rd Ward



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL D. PERRIN
DEPUTY COUNTY EXECUTIVE

July 9, 2012

Mike Jacobson, Executive Director
Habitat for Humanity Capital District
454 North Pearl Street
Albany, NY 12204

Benjamin Lockwood, Director of Development
Housing Visions Consultants, Inc.
1201 East Fayette Street, Suite 26
Syracuse, NY 13210

Dear Mr. Jacobson and Mr. Lockwood:

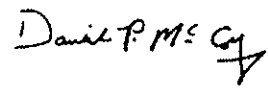
Albany County would like to express its support for the Sheridan Hollow Village revitalization initiative. Led by Habitat for Humanity Capital District (HfHCD), the Touhey Home Ownership Foundation and Housing Visions (HV), this comprehensive project will effect broad change by creating opportunities for affordable homeownership, quality rental housing, commercial investments, streetscape and public park improvements and neighborhood revitalization.

Sheridan Hollow Village development partners are submitting applications for funding that will capitalize the project and leverage private donations and support from the community. Through the Capital District Regional Economic Development Council, (HfHCD) is applying for Municipal Parks Program funding to develop an expanded public park in Sheridan Hollow and HV is submitting an Urban Initiatives application to develop 5,500 square feet of commercial space on the 1st floor of a mixed-use building of which quality affordable rental housing will be developed on the 2nd and 3rd floor. HfHCD is also applying for funding through the NYS Office of Community Renewal to develop ten single-family homes, which will complement the \$1 million investment by the Touhey Home Ownership Foundation for ten additional homeownership units for a total of 20 homes in Phase 1. HV is applying to NYS Homes & Community Renewal for Federal Low Income Housing Tax Credits (LIHC) and New York State Low Income Housing Tax Credits (SLIHC) to develop approximately 60 units of quality affordable, mixed-income rental housing. Within HfHCD's Phase 1 target zone, HV will develop one mixed use building with 12 rental housing units and three two-family rowhouses with six units for total of 18 affordable, quality rental units.

The Sheridan Hollow Village project will increase the City's tax base, eliminate blight and promote re-investment in an important and historically significant neighborhood. The inclusion of recreational green space and mixed-use anchor buildings supports the goal of rebuilding a sustainable, holistic community that will attract and provide services for a diverse population.

I strongly support this plan for transformational revitalization in Sheridan Hollow urge the above applications to be fully funded.

Sincerely,

A handwritten signature in black ink that reads "Daniel P. McCoy". The signature is written in a cursive, slightly slanted style.

Daniel P. McCoy
Albany County Executive



July 16, 2012

Benjamin Lockwood, Director of Development
Housing Visions Consultants, Inc.
1201 E. Fayette St., Suite 26
Syracuse, NY 13210

Dear Mr. Lockwood:

It is with great pleasure that Habitat for Humanity Capital District supports Housing Visions' funding application to initiate the transformation of the Sheridan Hollow neighborhood through the development of the comprehensive Sheridan Hollow Village project. This project is part of a comprehensive revitalization strategy in which non-profit organizations such as Housing Visions, Habitat for Humanity Capital District, and Touhey Home Ownership Foundation will redevelop Sheridan Hollow as a mixed-income, mixed-use sustainable community.

I strongly support Housing Visions' funding application to the Regional Economic Development Council to develop commercial space in a mixed use building using HCR – Urban Initiative Funds as part of a larger quality affordable housing development. Additionally, Habitat for Humanity Capital District supports Housing Visions' Low Income Housing Tax Credit application to NYS Homes & Community Renewal as Sheridan Hollow Village is to develop approximately 60 units of quality affordable rental housing with a total of 8,900 square feet of commercial space. The presence of the mixed-use buildings with commercial space will enhance the neighborhood, improve its economic stability, and add to its vibrancy.

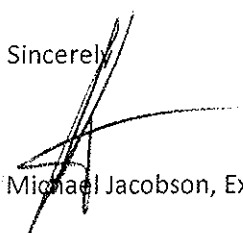
Habitat for Humanity Capital District is committed to this revitalization effort, and intends to relocate our corporate offices to this neighborhood and will do so by occupying approximately 3,400 square feet of commercial space as an anchor tenant in one of the mixed-use buildings that Housing Visions is proposes to develop as part of Sheridan Hollow Village.

In addition to Housing Visions proposed development with Habitat for Humanity Capital District and the Touhey Home Ownership Foundation will develop 20 buildings of home ownership opportunities as part of our first phase in the Sheridan Hollow Village revitalization.

This is a world-class project and Housing Visions will bring to the neighborhood quality, affordable rental housing and mixed-use development that will be seamlessly integrated into the fabric of the neighborhood.

With our project partners, we will make a difference in Sheridan Hollow.

Sincerely,



Michael Jacobson, Executive Director



Pine West Plaza, Building 2 • Washington Avenue Extension • Albany • New York 12205
p: 518.438.3521 • f: 518.452.0600

July 10, 2012

Mike Jacobson, Executive Director
Habitat for Humanity Capital District
454 North Pearl Street
Albany, NY 12204

Benjamin Lockwood, Director of Development
Housing Visions Consultants, Inc.
1201 East Fayette Street, Suite 26
Syracuse, NY 13210

Dear Mr. Jacobson and Mr. Lockwood:

The Touhey Homeownership Foundation would like to express its support for the Sheridan Hollow Village revitalization initiative. Led by Habitat for Humanity Capital District, the Touhey Homeownership Foundation and Housing Visions, this comprehensive project will effect broad change by creating opportunities for affordable homeownership, quality rental housing, commercial investments, streetscape and public park improvements and neighborhood revitalization.

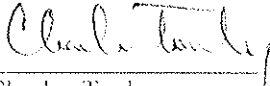
Sheridan Hollow Village development partners are submitting applications for funding that will capitalize the project and leverage private donations and support from the community. Through the Capital District Regional Economic Development Council, Habitat for Humanity Capital District is applying for Municipal Parks Program funding to develop an expanded public park in Sheridan Hollow and Housing Visions is submitting an Urban Initiatives application to develop 5,500 square feet of commercial space on the 1st floor of a mixed-use building of which quality affordable rental housing will be developed on the 2nd and 3rd floor. Habitat for Humanity Capital District is also applying for funding through the NYS Office of Community Renewal to develop ten single-family homes, which will complement the \$1 million investment by the Touhey Homeownership Foundation for ten additional homeownership units for a total of 20 homes in Phase 1. Housing Visions is applying to NYS Homes and Community Renewal for Federal Low Income Housing Tax Credits and New York State Low Income Housing Tax Credits to develop approximately 60 units of quality affordable, mixed-income rental housing. Within Habitat for Humanity Capital District's Phase 1 target zone, Housing Visions will develop one mixed use building with 12 rental housing units and three two-family rowhouses with six units for a total of 18 affordable, quality rental units.

Mr. Mike Jacobson
Mr. Benjamin Lockwood
July 10, 2012
Page Two of Two

The Sheridan Hollow Village project will increase the City's tax base, eliminate blight and promote re-investment in an important and historically significant neighborhood. The inclusion of recreational green space and mixed-use anchor buildings supports the goal of rebuilding a sustainable, holistic community that will attract and provide services for a diverse population.

I strongly support this plan for transformational revitalization in Sheridan Hollow and urge the above applications to be fully funded.

Sincerely,



Charles Touhey



JUL 13 2012

July 12, 2012

Mike Jacobson, Executive Director
Habitat for Humanity Capital District
454 North Pearl Street
Albany, NY 12204

Benjamin Lockwood, Director of Development
Housing Visions Consultants, Inc.
1201 East Fayette Street, Suite 26
Syracuse, NY 13210

Dear Mr. Jacobson and Mr. Lockwood:

The Affordable Housing Partnership would like to express its support for funding for the Sheridan Hollow Village revitalization initiative proposed by Habitat for Humanity Capital District (HHCD), the Touhey Home Ownership Foundation and Housing Visions (HV). We strongly support this comprehensive project that will include opportunities for affordable homeownership, quality rental housing, commercial investments, streetscape and public park improvements and neighborhood revitalization.

The Affordable Housing Partnership and our partners in the Community Development Alliance share office space in Sheridan Hollow and will support and complement this project in the following ways:

- The Sheridan Hollow Brownfields Opportunity Area grant will allow us to identify additional needed services and infrastructure as well as study and prepare for development a variety of strategic sites that will complement the work planned by your companies.
- Housing rehabilitation programs for both existing owners in Sheridan Hollow and new owner occupants of existing structures in our neighborhood.
- Loan capital for small businesses and non-profits as well as small business training programs to support commercial development in our neighborhood.
- Small business incubator to anchor economic development activities and support minority, women-owned and neighborhood business start-ups.
- Realty services through Community Realty to assist with property acquisition and information.
- Housing counseling services for new homeowners and money management programs helpful to all members of the community.
- Neighborhood organizing and advocacy for the neighborhood.

The Sheridan Hollow Village project will increase the City's tax base and promote re-investment in an important and historically significant neighborhood. The inclusion of recreational green space and mixed-use anchor buildings supports the goal of rebuilding a sustainable, holistic community that will attract and provide services for a diverse population.

I strongly support this plan for transformational revitalization in Sheridan Hollow and recommend that the applications submitted by the above mentioned companies to be fully funded.

Sincerely,

A handwritten signature in black ink, appearing to read 'Susan Cotner', with a stylized, cursive script.

Susan Cotner
Executive Director

November 16, 2012

Michael J. Yevoli
Chief Executive Officer
Industrial Development Agency
City of Albany

Dear Mr. Yevoli,

I would like to make some comments on the proposed Sheridan Hollow Village project. After attending yesterday's hearing I believe that there are several issues concerning the commercial or industrial aspects of the project that were not addressed.

Let me begin by saying that I live near the proposed development, on Clinton Avenue, and I own a few vacant lots behind my house on Orange Street, about a block away from the proposed project. Despite the claims of the sponsors, we in the neighborhood have had very little chance to express our concerns. I do understand that your concern is with the proposal to grant tax exemptions, and not with the desirability of the housing project as such.

According to the proposal by Housing Visions, there are to be two buildings with a substantial amount of commercial space. However, I do not believe that this will provide any meaningful commercial development. For one thing, close to half of the office space is to be taken up by Habitat for Humanity, a non-profit organization. The only suggested business in the proposal is for a "gourmet coffee house." That would be a wonderful thing, but the chances of its thriving, or even surviving, are very small. The Sheridan hollow neighborhood is an out-of-the way location, and if the housing is intended largely for low income residents, any business enterprise would have a hard go of it. The notion of "mixed-use" is very appealing, and we all wish that this neighborhood could become the kind of vibrant urban community extolled by Jane Jacobs, but wishing doesn't make it so. The same can be said for the development up on Swan street, which, as far as I can see, houses only non-profit organizations, and no businesses whatsoever. Businesses exist, not to provide opportunities for the neighborhood, but to make a profit. And no prudent entrepreneur will set up shop in an area where few people have cash to spend, and where middle class consumers fear to tread. That is why I strongly support the comments of Dominick Calsolaro at yesterday's hearing. More middle class housing will create demand for goods and services that will encourage commercial development. The Housing Visions project may provide excellent housing for some people in need, but to call it commercial development is, it seems to me, merely a rhetorical slight of hand.

There was a vague allusion yesterday to objections from area landlords, and I think this point needs further elaboration. It is true that many of the existing buildings in the neighborhood are not in the best condition, but in fact there is not a shortage of housing. I was talking just yesterday to Rebecca Rosenberg, manager of Clinton Avenue Apartments, who says she has at present sixty vacancies. Other landlords complain constantly about the difficulty of getting reliable tenants. If Housing Visions builds fifty seven brand new apartments, all renting for well below the market rate, naturally a number of residents of other building will relocate. If they cannot be replaced, then those other buildings will fall into further decay. And why will the rents be so low? Because there will be little or no property taxes for twenty years. It must be admitted that the other landlords in the area have reason to complain about unfair competition. Unfortunately,

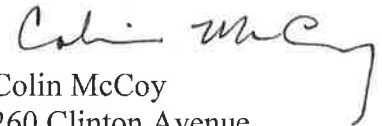
Housing Visions is not thinking about the larger impact of their project on the local economy, but only about how they will build a model community in the very shadow of the New York State Capitol building.

The one solid impact the Sheridan Hollow project will have on local commerce is the actual construction of the buildings. This will indeed provide welcome jobs to the area. But what of these jobs? I do not know whether this project would come under the prevailing wage regulations, but the wages proposed are scandalously low--\$16 an hour for skilled workers, and \$9 for unskilled laborers. Even for non-union construction these are decidedly substandard wages. Not only do the low wages call into question the claim that Housing Visions provides buildings of the highest quality, but they suggest that their commitment to fighting poverty is aimed at the symptom rather than the cause.

Finally, I would like to expand on the comment I made yesterday at the hearing about the proposed blocking of Dove Street between Sheridan and Spruce. It may not be apparent on the map, but this short section of Dove serves as a vital release valve for the congestion that builds up on Lark Street at rush hour. I do not know if this change has yet been approved by the city, but even if not, it shows a lack of concern for commercial development in the Sheridan Hollow area. For the one substantial commercial building in the area is the old horse stable building which is located on precisely the part of Dove that will be blocked. On the project map, this building is labeled "mixed-use." But if part of that mix is to be business activity, it would hardly make sense to deprive the building of access to the street.

I do appreciate the opportunity yesterday given us in the community to express our concerns about the project in Sheridan Hollow. Thank you for also taking the time to read my written comments.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Colin McCoy", with a long, sweeping horizontal stroke extending to the right.

Colin McCoy
260 Clinton Avenue
Albany NY 122120

November 15, 2012

City of Albany Industrial Development Agency

Dear Sirs:

While I strongly support the development of affordable homeownership and rental housing in Sheridan Hollow, I have concerns with the Housing Visions project as proposed. The project is unnecessarily dense. Parking will be insufficient. The units are too small.

I appreciate that a Charette process occurred and has excited the neighborhood about its potential. But Sheridan Hollow stakeholders need to take time to visualize how the project as proposed will dramatically change a few blocks in their neighborhood.

I believe the Arbor Hill redevelopment plan gives insights into what's needed in Sheridan Hollow. From the City of Albany website for the Arbor Hill Plan:

Homeownership and Rental Housing Guiding Principles

- Support new, lower density housing
- Rehabilitate existing housing and build compatible infill housing
- Provide a variety of housing types for all ages, family sizes and incomes
- Use high quality designs and materials
- Support existing homeowners

The Arbor Hill strategy is appropriate for Sheridan Hollow. After the "newness" of the housing wears off, will this continue to be attractive housing for residents? And there's no guarantee that this project will have a positive impact on surrounding, vacant and deteriorated buildings. Concentrated new construction on First and Catherine Streets had no spill over impact and are now showing signs of disinvestment.

The Regional Planning Commission projects little to no growth in the population of the City of Albany over the next 30-40 years. To attract people to the City, urban housing and neighborhoods need to have excellent design and convenience to ensure long-term viability. It is possible to have a lower density development that will still impart an "urban" neighborhood feel.

The developers of this project will earn over \$1 million in a developer's fee. Before the City of Albany provides major tax benefits to this project, the developer should agree to jump start a fund to assist with the redevelopment of housing that will benefit the existing residents of Sheridan Hollow.

Sincerely,



Susan Cotner, 255 Orange Street, Albany, NY 12210 518-330-6129

**CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY
LEASE/LEASEBACK TRANSACTION
SHERIDAN HOLLOW VILLAGE, LLC PROJECT - HOUSING
(HOUSING VISIONS CONSULTANTS, INC.)**

I. PROJECT IDENTIFICATION:

1. Project Applicant: Sheridan Hollow Village, LLC., a New York limited liability company (the “Company”).
2. The Project:
 - (A) Acquisition of Land: the acquisition of an interest in 19 parcels of land containing in the aggregate approximately 1.15 acres encompassing two (2) neighborhood blocks in Sheridan Hollow generally located at Sheridan Avenue, Orange Street and Dove Street in the City of Albany, Albany County, New York (tax map no. 65.81-4-22, 65.81-4-21, 65.81-2-49, 65.81-2-50, 65.81-2-51, 65.81-3-56, 65.81-3-55, 65.81-3-54, 65.81-3-53, 65.81-2-52, 65.81-3-32, 65.81-3-33, 65.81-3-34, 65.81-6-78, 65.81-6-77, 65.81-6-76, 65.73-2-68, 65.73-2-69 and 65.73-2-70) (collectively, the “Land”), together with approximately three buildings located thereon (collectively, the “Existing Facility”).
 - (B) Construction: the demolition of Existing Facility and the construction on the Land of approximately 17 new buildings to consist of 57 rental housing units (collectively, the “Facility”).
 - (C) Equipment component: the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”) (the Land, the Existing Facility, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”).
 - (D) Lease: The Project Facility will be leased by the Agency to the Company pursuant to a lease agreement (the “Lease Agreement”) by and between the Agency and the Company, which Project Facility will be owned by the Company and leased to tenants for quality affordable housing, commercial usage and other directly and indirectly related activities.

II. PRIOR ACTION ON PROJECT:

3. SEQR Compliance:
 - (A) SEQR classification of the Project: Unlisted - Negative Declaration.
 - (B) SEQR Lead Agency: None – uncoordinated review.
 - (C) Date of Agency Action: December 20, 2012.
4. Inducement Proceedings:
 - (A) Public Hearing Resolution: adopted on September 20, 2012.
 - (B) Public Hearing:
 - (1) Mailed to Affected Taxing Jurisdictions: October 31, 2012.
 - (2) Date Posted: November 2, 2012.
 - (3) Published in the Albany Times Union: November 3, 2012
 - (4) Date of Public Hearing: November 15, 2012.
 - (5) Location of Public Hearing: offices of the City of Albany Industrial Development Agency at 21 Lodge Street, in the City of Albany, New York.

III. PROPOSED AGENCY ACTION ON DECEMBER 20, 2012:

5. SEQR Resolution: Unlisted – Negative Declaration.
6. Commercial/Retail Findings Resolution: Determining Project is a “commercial project”.
7. Approving Resolution: Approving the Company’s project and the proposed financial assistance.

IV. DETAILS OF PROPOSED STRAIGHT LEASE TRANSACTION:

8. Relationship of Agency to Company: The Agency will acquire, construct and install the Project Facility and lease the Project Facility to the Company pursuant to the Lease Agreement.
9. Business Terms: The Agency fee is estimated to be \$_____ (1% of the Project costs of \$_____ (est)).
10. Basic Documents:
 - (A) Underlying Lease from the Company to the Agency.
 - (B) License Agreement from the Company to the Agency.
 - (C) Bill of Sale to Agency.
 - (D) Lease Agreement by and between the Company and the Agency.
 - (E) Payment in Lieu of Tax Agreement by and between the Agency and the Company.
11. Proposed Closing Date: January __, 2013.
12. Special Agency Counsel: Hodgson Russ LLP, Albany, New York.

**CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY
LEASE/LEASEBACK TRANSACTION
SHERIDAN HOLLOW ENTERPRISES, LLC PROJECT - COMMERCIAL
(HOUSING VISIONS CONSULTANTS, INC.)**

I. PROJECT IDENTIFICATION:

1. Project Applicant: Sheridan Hollow Enterprises, LLC., a New York limited liability company (the “Company”).
2. The Project:
 - (A) Acquisition of Land: the acquisition of an interest in 4 parcels of land containing in the aggregate approximately .18 acres generally located at the corner of Dove Street and Sheridan Avenue, in the City of Albany, Albany County, New York (tax map no. 65.73-2-61, 65.73-2-62, 65.73-2-63 and 65.73-2-64) (collectively, the “Land”)
 - (B) Construction:) the construction on the Land of approximately two (2) mixed-use buildings (collectively, the “Facility”).
 - (C) Equipment component: the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”).
 - (D) Lease: The Project Facility will be leased by the Agency to the Company pursuant to a lease agreement (the “Lease Agreement”) by and between the Agency and the Company, which Project Facility will be owned by the owned and operated by the Company and leased to tenants for commercial usage and other directly and indirectly related activities.

II. PRIOR ACTION ON PROJECT:

3. SEQR Compliance:
 - (A) SEQR classification of the Project: Unlisted - Negative Declaration.
 - (B) SEQR Lead Agency: None – uncoordinated review.
 - (C) Date of Agency Action: December 20, 2012.
4. Inducement Proceedings:
 - (A) Public Hearing Resolution: adopted on September 20, 2012.
 - (B) Public Hearing:
 - (1) Mailed to Affected Taxing Jurisdictions: October 31, 2012.
 - (2) Date Posted: November 2, 2012.
 - (3) Published in the Albany Times Union: November 3, 2012
 - (4) Date of Public Hearing: November 15, 2012.
 - (5) Location of Public Hearing: offices of the City of Albany Industrial Development Agency at 21 Lodge Street, in the City of Albany, New York.
5. Payment In Lieu of Taxes:
 - (A) Deviation Letter Mailed: December 14, 2012.

III. PROPOSED AGENCY ACTION ON DECEMBER 20, 2012:

6. SEQR Resolution: Unlisted - Negative Declaration.
7. Deviation Approval Resolution: Approving the Deviation for the PILOT Agreement.
8. Approving Resolution: Approving the Company's project and the proposed financial assistance.

IV. DETAILS OF PROPOSED STRAIGHT LEASE TRANSACTION:

9. Relationship of Agency to Company: The Agency will acquire, construct and install the Project Facility and lease the Project Facility to the Company pursuant to the Lease Agreement.
10. Business Terms: The Agency fee is estimated to be \$_____ (1% of the Project costs of \$_____ (est)).
11. Basic Documents:
 - (A) Underlying Lease from the Company to the Agency.
 - (B) License Agreement from the Company to the Agency.
 - (C) Bill of Sale to Agency.
 - (D) Lease Agreement by and between the Company and the Agency.
 - (E) Payment in Lieu of Tax Agreement by and between the Agency and the Company.
12. Proposed Closing Date: January __, 2013.
13. Special Agency Counsel: Hodgson Russ LLP, Albany, New York.

**SEQR RESOLUTION
HOUSING VISIONS CONSULTANTS, INC. (THE “APPLICANT”) ON BEHALF OF
SHERIDAN HOLLOW VILLAGE, LLC AND SHERIDAN HOLLOW ENTERPRISES, LLC (TO
BE FORMED) PROJECT**

A regular meeting of City of Albany Industrial Development Agency (the “Agency”) was convened in public session at the office of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York on December 20, 2012 at 12:15 p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Anthony J. Ferrara	Chairman
John R. Vero	Vice Chairman
Susan Pedo	Secretary
Hon. Kathy Sheehan	Treasurer
Martin Daley	Member
C. Anthony Owens	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Michael J. Yevoli	CEO - Capitalize Albany Corporation
Erik Smith	CFO - Capitalize Albany Corporation
Sarah Reginelli	Director of Economic Development
Bradley Chevalier	Senior Economic Developer, Capitalize Albany Corporation
Amy Gardner	Administrative Assistant, Capitalize Albany Corporation
John J. Reilly, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Special Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 1212-__

RESOLUTION DETERMINING THAT ACTION TO UNDERTAKE A PROJECT FOR THE BENEFIT OF HOUSING VISIONS CONSULTANTS, INC. (THE “APPLICANT”) ON BEHALF OF SHERIDAN HOLLOW VILLAGE, LLC AND SHERIDAN HOLLOW ENTERPRISES, LLC (TO BE FORMED) WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.

WHEREAS, City of Albany Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of

Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in September, 2012, Housing Visions Consultants, Inc. (the "Applicant") on behalf of Sheridan Hollow Village, LLC and Sheridan Hollow Enterprises, LLC (to be formed), a New York limited liability company (the "Company") submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in 23 parcels of land containing in the aggregate approximately 1.33 acres encompassing two (2) neighborhood blocks in Sheridan Hollow generally located at Sheridan Avenue, Orange Street and Dove Street in the City of Albany, Albany County, New York (tax map no. 65.81-4-22, 65.81-4-21, 65.81-2-49, 65.81-2-50, 65.81-2-51, 65.81-3-56, 65.81-3-55, 65.81-3-54, 65.81-3-53, 65.81-2-52, 65.81-3-32, 65.81-3-33, 65.81-3-34, 65.81-6-78, 65.81-6-77, 65.81-6-76, 65.73-2-68, 65.73-2-69, 65.73-2-70, 65.73-2-61, 65.73-2-62, 65.73-2-63 and 65.73-2-64) (collectively, the "Land"), together with approximately three buildings located thereon (collectively, the "Existing Facility"), (2) the demolition of Existing Facility and the construction on the Land of approximately 17 new buildings to consist of 57 rental housing units and two (2) mixed-use buildings (collectively, the "Facility") and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "Equipment") (the Land, the Existing Facility, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned by the Company and leased to tenants for quality affordable housing, commercial usage and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on September 20, 2012 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 31, 2012 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on November 2, 2012 at the City Hall bulletin board located at 24 Eagle Street, in the City of Albany,

Albany County, New York, (C) caused notice of the Public Hearing to be published on November 3, 2012 in the Albany Times Union, a newspaper of general circulation available to the residents of the City of Albany, New York, (D) conducted the Public Hearing on November 15, 2012 at 12:00 o'clock p.m., local time at offices of the City of Albany Industrial Development Agency located at 21 Lodge Street in City of Albany, Albany County, New York, and (E) prepared a report of the Public Hearing (the "Public Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), the Agency must satisfy the requirements contained in SEQRA and the Regulations prior to making a final determination whether to undertake the Project; and

WHEREAS, to aid the Agency in determining whether the Project may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an environmental assessment form (the "EAF") with respect to the Project, a copy of which EAF was presented to and reviewed by the Agency at this meeting and a copy of which is on file at the office of the Agency; and

WHEREAS, the Agency has also received notifications of local action from the City of Albany Planning Board (the "Planning Board") in which the Planning Board issued negative declarations pursuant to SEQRA with respect to the Project (the "Planning Board Negative Declarations"); and

WHEREAS, copies of the Planning Board Negative Declarations and the EAF are attached to this resolution as Schedule A; and

WHEREAS, pursuant to SEQRA, the Agency has examined the EAF in order to make an determination as to the potential environmental significance of the Project; and

WHEREAS, the Project does not appear to constitute a "Type I Action" (as said quoted term is defined in the Regulations), and therefore coordinated review and notification is optional with respect to the actions contemplated by the Agency with respect to the Project; and

WHEREAS, the Agency desires to conduct an uncoordinated review of the Project and to determine whether the Project may have a "significant effect on the environment" and therefore require the preparation of an environmental impact statement;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. Based upon an examination of the Application, the EAF, the Planning Board Negative Declarations (collectively, the "Reviewed Materials") and based further upon the Agency's knowledge of the area surrounding the Project Facility and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings with respect to the Project:

A. The project (the "Project") consists of the following: (A) (1) the acquisition of an interest in 23 parcels of land containing in the aggregate approximately 1.33 acres encompassing two (2) neighborhood blocks in Sheridan Hollow generally located at Sheridan Avenue, Orange Street and Dove Street in the City of Albany, Albany County, New York (tax map no. 65.81-4-22, 65.81-4-21, 65.81-2-49, 65.81-2-50, 65.81-2-51, 65.81-3-56, 65.81-3-55, 65.81-3-54, 65.81-

3-53, 65.81-2-52, 65.81-3-32, 65.81-3-33, 65.81-3-34, 65.81-6-78, 65.81-6-77, 65.81-6-76, 65.73-2-68, 65.73-2-69, 65.73-2-70, 65.73-2-61, 65.73-2-62, 65.73-2-63 and 65.73-2-64) (collectively, the “Land”), together with approximately three buildings located thereon (collectively, the “Existing Facility”), (2) the demolition of Existing Facility and the construction on the Land of approximately 17 new buildings to consist of 57 rental housing units and two (2) mixed-use buildings (collectively, the “Facility”) and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”) (the Land, the Existing Facility, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be owned by the Company and leased to tenants for quality affordable housing, commercial usage and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

B. The only potential impacts on the environment noted in the Reviewed Material or otherwise known to the Agency, and the Agency’s evaluation of the potential significance of same, are as follows:

1. According to the EAF, the Project will be compatible with the adjoining/surrounding lands uses within a ¼ mile area.

2. The Project will create employment. The Application indicates that the anticipated number of new employees, at the end of the first year of the completion of the Project Facility, will be approximately 2. Due to the number of workers currently on the local unemployment rolls, this potential impact will not be significant.

3. It is not anticipated that the Project will have any adverse impact on threatened or endangered aquatic species or other plant or animal resources.

4. The proposed Project is not anticipated to be publicly controversial as there are no adverse environmental impacts.

5. The proposed Project is not anticipated to have a significant adverse impact on agricultural resources.

6. The Project will create the need for multiple Storm Tech SC310 Infiltrators for storm water. As the Company will comply with all state and federal regulations and the Department of Water and Water Supply will ensure compliance with the City of Albany’s Interim Storm Water Regulations, this is a small to moderate impact on the environment and therefore will not be significant.

C. No potentially significant impacts on the environment are noted in the Reviewed Materials, and none are known to the Agency.

Section 2. Based upon the foregoing investigation of the potential environmental impacts of the Project and considering both the magnitude and importance of each environmental impact therein indicated, the Agency makes the following findings and determinations with respect to the Project:

A. The Project constitutes an “Unlisted Action” (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The Agency hereby determines not to undertake a coordinated review of the Project, and therefore will not seek lead agency status with respect to the Project;

B. The Project will result in no major impacts and, therefore, is one which will not cause significant damage to the environment. Therefore, the Agency hereby determines that the Project will not have a significant effect on the environment, and the Agency will not require the preparation of an environmental impact statement with respect to the Project; and

C. As a consequence of the foregoing, the Agency has decided to prepare a negative declaration with respect to the Project.

Section 3. The Chief Executive Officer of the Agency is hereby directed to prepare a negative declaration with respect to the Project, said negative declaration to be substantially in the form and to the effect of the negative declaration attached hereto, and to cause copies of said negative declaration to be (A) filed in the main office of the Agency and (B) distributed to the Company.

Section 4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Anthony J. Ferrara	VOTING	_____
John R. Vero	VOTING	_____
Susan Pedo	VOTING	_____
Hon. Kathy Sheehan	VOTING	_____
Martin Daley	VOTING	_____
C. Anthony Owens	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of City of Albany Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2012 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of December, 2012.

(Assistant) Secretary

(SEAL)

SCHEDULE A

PLANNING BOARD NEGATIVE DECLARATIONS
AND EAF

**NOTIFICATION OF LOCAL ACTION
DECISION OF THE CITY OF ALBANY PLANNING BOARD**

ADDRESS OF SUBJECT PROPERTY: 203-205 Sheridan Ave.

IN THE MATTER OF: Site Plan Approval for the construction of a three (3)-story, 16,500 square foot, mixed-use structure and a nine (9)-space accessory parking lot.

APPLICANT: Housing Visions Unlimited, Inc. c/o 3T Architects

ADDRESS: 418 Broadway, Albany, NY 12210

CASE NUMBER: 8-12, 845

Date Received: 8/6/12

Preliminary Presentation: 8/16/12

Subsequent Presentations: 9/20/12; 10/18/12

SEQR Classification: Unlisted Action

SEQR Determination: 10/18/12

Date of Decision: 10/18/12

Vote:	For Approval:	5	Abbott:	Y	Pryor:	Y
	Against:	0	Fox:	Y	Trant:	Y
	Abstain:	0	Hancox:	Y		

Relevant Considerations:

Owner: City of Albany, LLC, 24 Eagle St., Albany, NY 12207

Applicant: Housing Visions Unlimited, Inc., 1201 East Fayette St., Syracuse, NY 13210-1923

Authorized Agent: 3tarchitects, 418 Broadway, Albany, NY 12210

Parcel size: 0.30 acres.

Property Valuation: \$20,700 (cumulative).

Location: The site is located at the northeast corner of Sheridan Avenue and Dove Street.

Zoning: R-2B (One- and Two-Family Medium-Density Residential). The Board of Zoning Appeals approved a Use Variance, Area Variance and Parking Lot Permit for the project on August 8, 2012.

Surrounding Uses: *North:* 1,722 sq. ft. single-family residence. *West:* Proposed mixed-use building of Housing Visions Unlimited, Inc. *East:* Proposed two-family dwelling of Housing Visions Unlimited, Inc. *South:* Vacant land to be improved as park space.

Project Overview: The applicant proposes to construct a three-story, 16,500 square foot, mixed-use structure at the site. The ground floor is proposed to be utilized as commercial retail space, inclusive of a restaurant/café. The upper two floors would accommodate ten residential dwelling units ranging from 700 to 900 square feet and 1 to 2 bedrooms per unit.

Existing Structure to be Relocated: The site is currently occupied by a War Memorial commemorating fallen United States veterans, which has resided at the site since the 1950's. The applicant has agreed to relocate the memorial or construct a new memorial at an adjacent site. The memorial will become part of an expanded park space at the southwest corner of this intersection.

Parkland Alienation: The land on which the structure is to be located is currently designated as parkland by the City of Albany and State of New York. Permission to alienate parkland must be granted by the New York State Legislative working in conjunction with the New York Office of Parks, Recreation and Historic Preservation. The applicant has formalized a favorable application submission that proposes the relocation of the parkland within the immediate vicinity, along with the aforementioned relocation of the existing structure thereon.

Site Design & Building Orientation: The proposed building is favorably oriented to pedestrian activity, as there will be limited off-street parking and the surrounding fabric could be described as "urban." The primary commercial entrance is located along Sheridan Avenue and a secondary residential entrance is proposed along Dove Street. Parking is placed in the rear of the structure except where abutting the secondary street by necessity.

Parking & Traffic: Nine parking spaces are proposed as accessory to the building, one of which will be designated handicapped. The small site area restricts the amount of parking that can be reasonably supplied. Access to the lot will be provided via an eighteen-foot curb cut on Dove Street that will accommodate two-way traffic. A long term objective for the greater project area is to explore the feasibility of converting this access drive to an alley running the extent of the block in question.

Transit Service: The closest transit access is on Clinton Avenue (#125), roughly 400 feet from the subject location. Other proximate services are provided at Washington Avenue and Henry Johnson Boulevard, within ¼ mile of the site. Service can be expected to be enhanced as the neighborhood develops.

Streets & Sidewalks: The applicant will fully replace existing sidewalk panels from property line to property line. Textured concrete paving, street trees and pedestrian-oriented lighting will also be installed at regular intervals.

Water/Sewer: New water and sewer connections will be made to existing services running along the Sheridan Avenue right-of-way.

Storm Water: Storm water detention infrastructure is proposed to consist of multiple Storm Tech SC310 Infiltrators to be located to the rear of the proposed structure. The Department of Water and Water Supply will ensure compliance with the City's Interim Storm Water Regulations.

Landscaping/Fencing: All open areas abutting the street, inclusive of the parking area, will be screen with four-foot decorative wrought-iron style fencing fronting a dense row of shrubs or hedges.

Lighting: The applicant proposes new pedestrian-oriented street lighting at regularly spaced intervals within the right-of-way. Style and design of the proposed light fixture will be agreed upon by the Divisions of Engineering and Planning.

Solid Waste: An exterior dumpster and enclosure has been positioned adjacent to the northeast corner at the rear of the building. The enclosure will be designed to complement the building design and to pose the least intrusion practicable.

Signage: Proposed signage has not yet been formulated. Future signage shall adhere to C-1 District Design Guidelines set forth in Section 375-46 of the City Code.

Actions Taken:

The Board issued a **Negative Declaration** for this **Unlisted Action** as per the provisions of SEQR, as the environmental impacts are negligible or non-existent.

The Board **Approved** the site plan with the following conditions:

1. The applicant shall receive final approvals of the Department of Water & Water Supply and the Division of Engineering.
2. The applicant shall submit details for the dumpster enclosure, light poles and bicycle rack, to be approved by the Divisions of Planning and Engineering.
3. The applicant shall consolidate the tax lots that comprise the site into a single parcel to be known as 203-205 Sheridan Avenue.
4. The applicant shall complete a Phase 1B Archeological Survey as well as any additional studies and/or mitigation recommend by such report.
5. The applicant shall obtain necessary approvals from the New York State Office of Parks, Recreation and Historic Preservation for the alienation and relocation of he designated parkland at the site.
6. Any proposed signage shall adhere to C-1 District Design Guidelines set forth in Section 375-46 of the City Code.

I, Edward Trant representing the Planning Board of the City of Albany, hereby certify that the foregoing is a true copy of a decision of the Planning Board made at a meeting thereof duly called and held on the day of October 18, 2012.

Date: **10/18/12** Signature: _____

This is not a building permit. All building permits must be approved and issued by the Building Department prior to the start of any construction.

Prior to making an application for a Certificate of Occupancy, the applicant will be required to submit to the Building Department an "as built" site plan which depicts all elements shown on the approved site plan including but not limited to contours, landscaping, building locations, utilities paved and parking areas, signage, accessory structures and other related physical improvements.

**NOTIFICATION OF LOCAL ACTION
DECISION OF THE CITY OF ALBANY PLANNING BOARD**

ADDRESS OF SUBJECT PROPERTY: 207-209 Sheridan Ave.

IN THE MATTER OF: Site Plan Approval for the construction of a three (3)-story, +/- 18,060 square foot, mixed-use structure with a seven (7)-space accessory parking lot.

APPLICANT: Housing Visions Unlimited, Inc. c/o 3T Architects
ADDRESS: 418 Broadway, Albany, NY 12207

CASE NUMBER: 9-12, 851

Date Received: 9/7/12
Preliminary Presentation: 9/20/12
Subsequent Presentations: 10/18/12
SEQR Classification: Unlisted Action
SEQR Determination: 10/18/12
Date of Decision: 10/18/12

Vote:	For Approval:	5	Abbott:	Y	Pryor:	Y
	Against:	0	Fox:	Y	Trant:	Y
	Abstain:	0	Hancox:	Y		

Relevant Considerations:

Owner: Capital District Habitat for Humanity, 454 North Pearl Street, Albany, NY 12204 (0.08 acres); City of Albany, LLC, 24 Eagle St., Albany, NY 12207 (0.10 acres).

Applicant: Housing Visions Unlimited, Inc., 1201 East Fayette St., Syracuse, NY 13210-1923

Authorized Agent: 3tarchitects, 418 Broadway, Albany, NY 12210

Parcel size: 0.16 acres.

Property Valuation: \$10,900 (cumulative).

Location: The site is located at the northwest corner of Sheridan Avenue and Dove Street.

Zoning: R-2B (One- and Two-Family Medium-Density Residential). The Board of Zoning Appeals approved a Use Variance, Area Variance and Parking Lot Permit for the project on October 10, 2012.

Surrounding Uses: *North:* 800 sq. ft. single-family residence. *West:* 2,270 sq. ft. two-family residence. *East:* Proposed mixed-use building of Housing Visions Unlimited, Inc. *South:* 12,282 sq. ft. warehouse and parking area of Sheridan Parking, LLC.

Project Overview: The applicant proposes to construct a three-story, 18,060 square foot, mixed-use structure at the site. The ground floor is proposed to be utilized as commercial office spaces, with Capital District Habitat from Humanity being a projected tenant. The upper two floors would accommodate ten residential dwelling units ranging from 700 to 900 square feet and 1 to 2 bedrooms per unit.

Site Design & Building Orientation: The proposed building is favorably oriented to pedestrian activity, as there will be limited off-street parking and the surrounding fabric could be described as “urban.” The primary commercial entrance is located along Sheridan Avenue and a secondary residential entrance is proposed along Dove Street. Parking is placed in the rear of the structure except where abutting the secondary street by necessity.

Parking & Traffic: Seven parking spaces are proposed as accessory to the building, one of which will be designated handicapped. The small site area restricts the amount of parking that can be reasonably supplied. Access to the lot will be provided via an existing Common Alley measuring 15 feet in width. This will most likely require a conversion of the alley to a one-way thoroughfare.

Transit Service: The closest transit access is on Clinton Avenue (#125), roughly 400 feet from the subject location. Other proximate services are provided at Washington Avenue and Henry Johnson Boulevard, within ¼ mile of the site. Service can be expected to be enhanced as the neighborhood develops.

Streets & Sidewalks: The applicant will fully replace existing sidewalk panels from property line to property line. Textured concrete paving, street trees and pedestrian-oriented lighting will also be installed at regular intervals.

Water/Sewer: New water and sewer connections will be made to existing services running along the Sheridan Avenue and Dove Street rights-of-way.

Storm Water: Storm water detention infrastructure is proposed to consist of multiple Storm Tech SC310 Infiltrators to be located to the rear of the proposed structure. The Department of Water and Water Supply will ensure compliance with the City’s Interim Storm Water Regulations.

Landscaping/Fencing: All open areas abutting the street, inclusive of the parking area, will be screen with four-foot decorative wrought-iron style fencing fronting a dense row of shrubs or hedges.

Lighting: The applicant proposes new pedestrian-oriented street lighting at regularly spaced intervals within the right-of-way. Style and design of the proposed light fixture will be agreed upon by the Divisions of Engineering and Planning.

Solid Waste: An exterior dumpster and enclosure has been positioned adjacent to the northeast corner at the rear of the building. The enclosure will be designed to complement the building design and to pose the least intrusion practicable.

Signage: Proposed signage has not yet been formulated. Future signage shall adhere to C-1 District Design Guidelines set forth in Section 375-46 of the City Code.

Actions Taken:

The Board issued a **Negative Declaration** for this **Unlisted Action** as per the provisions of SEQR, as the environmental impacts are negligible or non-existent.

The Board **Approved** the site plan with the following conditions:

1. The applicant shall receive final approvals of the Department of Water & Water Supply and the Division of Engineering.
2. The applicant shall appropriately sign and improve the existing common alley tributary to Dove Street, with a plan for traffic circulation to be approved by the Division of Traffic Engineering.
3. The applicant shall submit details for the dumpster enclosure, light poles and bicycle rack, to be approved by the Divisions of Planning and Engineering.
4. The applicant shall consolidate the tax lots that comprise the site into a single parcel to be known as 207-209 Sheridan Avenue.
5. The applicant shall complete a Phase 1B Archeological Survey as well as any additional studies and/or mitigation recommend by such report.
6. Any proposed signage shall adhere to C-1 District Design Guidelines set forth in Section 375-46 of the City Code.

I, Edward Trant representing the Planning Board of the City of Albany, hereby certify that the foregoing is a true copy of a decision of the Planning Board made at a meeting thereof duly called and held on the day of October 18, 2012.

Date: **10/18/12** Signature: _____

This is not a building permit. All building permits must be approved and issued by the Building Department prior to the start of any construction.

Prior to making an application for a Certificate of Occupancy, the applicant will be required to submit to the Building Department an "as built" site plan which depicts all elements shown on the approved site plan including but not limited to contours, landscaping, building locations, utilities paved and parking areas, signage, accessory structures and other related physical improvements.

**NOTIFICATION OF LOCAL ACTION
DECISION OF THE CITY OF ALBANY PLANNING BOARD**

ADDRESS OF SUBJECT PROPERTY: 187-197 Sheridan Ave.

IN THE MATTER OF: Subdivision Approval for a residential subdivision resulting in the creation of six (6) lots.

APPLICANT: Capital District Habitat for Humanity c/o 3T Architects
ADDRESS: 418 Broadway, Albany, NY 12210

CASE NUMBER: 8-12, 848

Date Received: 8/6/12
Preliminary Presentation: 8/16/12
Subsequent Presentations: 9/20/12; 10/18/12
SEQR Classification: Unlisted Action
SEQR Determination: 10/18/12
Date of Decision: 10/18/12

Vote:	For Approval:	5	Abbott:	Y	Pryor:	Y
	Against:	0	Fox:	Y	Trant:	Y
	Abstain:	0	Hancox:	Y		

Relevant Considerations:

Owner: Capital District Habitat for Humanity, Inc., 454 N. Pearl St., Albany, NY 12204

Applicant: Capital District Habitat for Humanity, 454 N. Pearl St., Albany, NY 12204

Authorized Agent: 3tarchitects, 418 Broadway, Albany, NY 12210

Parcel size: 0.34 acres.

Property Valuation: \$15,300 (cumulative).

Location: The site is located at on the north side of Sheridan Avenue between Dove and South Swan Streets.

Zoning: R-2B (One- and Two-Family Medium-Density Residential). The Board of Zoning Appeals approved Area Variances for the project on August 8, 2012.

Surrounding Uses: *North:* Rear of dwelling lots fronting on Orange Street. *West:* Vacant land to be improved as park space. *East:* 2,706 sq. ft. three-family dwelling. *South:* Proposed single- and two-family dwellings.

Project Overview: The applicant proposes to re-subdivide existing tax lots along the north side of Sheridan Avenue in order to accommodate new housing construction at the site. The new construction will consist of six new single- and two-family townhouses on 24'x 99' lots. The land to be subdividing is currently vacant and consists of varying lot sizes that are not conducive to uniform development.

Site Design & Building Orientation: The proposed dwellings are favorably oriented to pedestrian activity. Front stoops are proposed to reflect traditional building design and to elevate the ground level for added privacy.

Parking & Traffic: No off-street parking is currently proposed to accompany the proposed dwellings. A longer term objective is to pursue the creation of an alley running the extent of the block between Sheridan Avenue and Orange Street that would provide vehicular access to the rear of the properties. Easement agreements will be written into the deeds for the properties setting aside land for the potential alley.

Transit Service: The closest transit access is on Clinton Avenue (#125), roughly 400 feet from the subject location. Other proximate services are provided at Washington Avenue and Henry Johnson Boulevard, within ¼ mile of the site. Service can be expected to be enhanced as the neighborhood develops.

Streets & Sidewalks: The applicant will fully replace existing sidewalk panels from property line to property line. Textured concrete paving, street trees and pedestrian-oriented lighting will also be installed at regular intervals.

Water/Sewer: New water and sewer connections will be made to existing services running along the Sheridan Avenue right-of-way.

Storm Water: Storm water detention infrastructure is proposed to consist of multiple Storm Tech SC310 Infiltrators to be located under the rear yard of the proposed dwellings. The Department of Water and Water Supply will ensure compliance with the City's Interim Storm Water Regulations.

Lighting: The applicant proposes new pedestrian-oriented street lighting at regularly spaced intervals within the right-of-way. Style and design of the proposed light fixture will be agreed upon by the Divisions of Engineering and Planning.

Solid Waste: The applicant has set aside an easement access to allow for curbside placement of trash in lieu of the creation of the desired rear alley that would otherwise accommodate trash disposal.

Actions Taken:

The Board issued a **Negative Declaration** for this **Unlisted Action** as per the provisions of SEQR, as the environmental impacts are negligible or non-existent.

The Board **Approved** the subdivision request with the following conditions:

1. The applicant shall receive final approval of the Department of Water & Water Supply and the Division of Engineering.

2. The applicant shall submit details for the proposed light poles and fencing, as well as formalize proposed temporary easements, to be approved by the Divisions of Planning and Engineering.
3. The applicant shall complete a Phase 1B Archeological Survey as well as any additional studies and/or mitigation recommend by such report.

I, Edward Trant representing the Planning Board of the City of Albany, hereby certify that the foregoing is a true copy of a decision of the Planning Board made at a meeting thereof duly called and held on the day of October 18, 2012.

Date: 10/18/12 Signature: _____

This is not a building permit. All building permits must be approved and issued by the Building Department prior to the start of any construction.

Prior to making an application for a Certificate of Occupancy, the applicant will be required to submit to the Building Department an "as built" site plan which depicts all elements shown on the approved site plan including but not limited to contours, landscaping, building locations, utilities paved and parking areas, signage, accessory structures and other related physical improvements.

**NOTIFICATION OF LOCAL ACTION
DECISION OF THE CITY OF ALBANY PLANNING BOARD**

ADDRESS OF SUBJECT PROPERTY: 145, 147, 182 & 199 Sheridan Ave.

IN THE MATTER OF: Demolition Approval for the demolition of four (4) residential structures to be replaced with new two (2)-family residences.

APPLICANT: Housing Visions Unlimited, Inc. c/o 3T Architects
ADDRESS: 418 Broadway, Albany, NY 12207

CASE NUMBER: 9-12, 852

Date Received: 9/7/12
Preliminary Presentation: 9/20/12
Subsequent Presentations: 10/18/12
SEQR Classification: Unlisted Action
SEQR Determination: 10/18/12
Date of Decision: 10/18/12

Vote:	For Approval:	5	Abbott:	Y	Pryor:	Y
	Against:	0	Fox:	Y	Trant:	Y
	Abstain:	0	Hancox:	Y		

Relevant Considerations:

Owner: Housing Visions Unlimited, Inc., 1201 East Fayette St., Syracuse, NY 13210-1923 (#147; #149); Capital District Habitat for Humanity, Inc., 454 N. Pearl St., Albany, NY 12204 (#182); Anna Panchick, 199 Sheridan Ave., Albany, NY 12210 (#199).

Applicant: Housing Visions Unlimited, Inc., 1201 East Fayette St., Syracuse, NY 13210-1923

Authorized Agent: 3tarchitects, 418 Broadway, Albany, NY 12210

Parcel size: 0.05 acres (#145); 0.07 acres (#147); 0.06 acres (#182); 0.06 acres (#199).

Property Valuation: \$8,000 (#145); \$10,000 (#147); \$5,000 (#182); \$61,100 (#199).

Location: The properties are located on Sheridan Avenue between Theatre Row and South Swan Street (#145; #147) and between South Swan Street and Dove Street (#182; #199).

Zoning: R-2B (One- and Two-Family Medium-Density Residential). Area Variances were approved by the Board of Zoning Appeals to allow for new two-family dwellings at the sites on August 8, 2012 and October 10, 2012.

Proposed Project: The applicant seeks to demolish four residential structures to allow for the construction of new two-family residences in their place. The lot lines will be slightly adjusted to accommodate a larger range of new construction.

Description and Significance of Structure(s):

145 Sheridan Avenue – The structure is a two-story, single-family residence, approximately 1,540 square feet in size. It is part of a row of seven houses on the corner of Swan Street and Sheridan Avenue. The estimated date of construction is 1850 or earlier. The Archeological Sensitivity Assessment of Harkin Archeological Associates states as follows, “both 145 and its twin at 143 were built with one principal heated room on each floor and a side passage, with one or two secondary rooms located behind the principal room. This plan type, popularly utilized in the construction of middling housing in the city from at least the 1790s and into the middle decades of the nineteenth century, is generally known as the “room-and-a-half-deep plan.” Brick examples such as this were constructed for middle-class residents and as speculative housing.”

147 Sheridan Avenue – The structure is two stories and approximately 2,728 square feet in size. It appears to have been most recently utilized as four apartments. It is part of a row of seven houses on the corner of Swan Street and Sheridan Avenue and was most likely constructed some time between 1830 and 1845. The Archeological Sensitivity Assessment of Harkin Archeological Associates states as follows, “the building...was initially constructed as a three-bay wide wood-framed dwelling of two stories and having a gable roof... The front elevation of the initial house, which had a side-passage plan and was one-and-a-half rooms deep much like its neighbor to the east, was wood framed and infilled with brick. The original portion of the house occupies the western two-thirds of the lot. At some date before 1850 an additional two wood framed bays were constructed, containing a mirror image of the rooms to the west of the hall and generating a five-bay wide plan. This addition also had a front elevation that featured a brick facing on wood framing. A kitchen wing and other appendages were subsequently constructed and the roof was altered to a single slope form. In the early twentieth century this dwelling and the adjacent structure at 151 were given a continuous façade treatment featuring stucco finish and Arts & Crafts detailing.”

182 Sheridan Avenue – The structure is a 2.5-story residence, approximately 3,036 square feet in size. It appears to have been most recently utilized as a two-family dwelling. The Archeological Sensitivity Assessment of Harkin Archeological Associates states as follows, “The house features Italianate detailing and has a gable roof...it was originally constructed as a two-family house, with a basement apartment. The main dwelling unit consists of the two upper floors and attic space, which appears to have been occupied from the initial construction of the house. Each of the three principal living floors was originally organized on the same plan. Two principal rooms, staggered so that they are located in the northeast and southwest corners of the dwelling, share each floor with a stair hall (in the northwest corner) and two small rooms at the southeast corner...This house form was commonly constructed from at least the first decade of the nineteenth century in the City of Albany, and is typically associated with middle- and lower-middle class speculative housing.”

199 Sheridan Avenue – The structure is a 2.5-story residence, approximately 1,794 square feet in size. It appears to have been most recently utilized as a two-family dwelling. It was constructed between 1866 and 1876. The Archeological Sensitivity Assessment of Harkin Archeological Associates states as follows, “The house, which is two stories in height and has a flat roof, is of wood frame construction and sits on a high basement. Although not accessible at the time of this survey, aerial photography suggests that its plan is of the “half-hall” type. The high basement may be an indication that the original kitchen was located at that level.”

Condition of Structure(s): All four of the structures under consideration are currently vacant or unoccupied. 145 and 147 Sheridan Avenue are part of a row of seven residential structures on the corner of Swan Street and Sheridan Avenue of which only two of the structures are occupied. The roof and second floor of 145 Sheridan Avenue, recently subject to a fire, have completely collapsed. The structures have been vacant for more than twenty years. An October 10, 2012

correspondence from Preston Engineering indicates that 145 and 147 Sheridan Avenue "are unstable and unsafe to enter due to a combination of collapsing roofs and exterior walls, sagging and collapsing floor framing, buckling stud walls, the presence of large trees which have fallen on the structures, rotten floor, roof and wall framing, and extensive water damage." 182 and 199 Sheridan Avenue have been vacated more recently and while salvageable, are both in below average to poor condition.

Alternatives Considered: None.

Actions Taken:

The Board issued a **Negative Declaration** for this **[Type of SEQR Action]** as per the provisions of SEQR, as the environmental impacts are negligible or non-existent.

The Board **Approved** the site plan with the following conditions:

1. The structures at 147 & 182 Sheridan Avenue shall be formally documented by an architectural historian and the resulting fieldwork shall be presented in an OPRHP Structure Inventory Form for each property.
2. Demolition of 182 & 199 Sheridan Avenue shall be permitted only after the applicant has obtained a performance bond for demolition and completion of the project. In no case shall the time between demolition and commencement of new construction or lot improvement exceed six months.
3. A minimum of twenty-five percent (25%) of construction and demolition debris generated from applicable demolitions shall be diverted from disposal to landfills through recycling, reuse and diversion programs, preferably via the salvage of historical items where feasible and appropriate.
4. Any damage to adjacent buildings or sites as a result of demolitions shall be promptly repaired.

I, Edward Trant representing the Planning Board of the City of Albany, hereby certify that the foregoing is a true copy of a decision of the Planning Board made at a meeting thereof duly called and held on the day of October 18, 2012.

Date: **10/18/12** Signature: _____

This is not a building permit. All building permits must be approved and issued by the Building Department prior to the start of any construction.

Prior to making an application for a Certificate of Occupancy, the applicant will be required to submit to the Building Department an "as built" site plan which depicts all elements shown on the approved site plan including but not limited to contours, landscaping, building locations, utilities paved and parking areas, signage, accessory structures and other related physical improvements.

**NOTIFICATION OF LOCAL ACTION
DECISION OF THE CITY OF ALBANY PLANNING BOARD**

ADDRESS OF SUBJECT PROPERTY: 228-236 Orange St.

IN THE MATTER OF: Subdivision Approval for a residential subdivision resulting in the creation of five (5) lots.

APPLICANT: Capital District Habitat for Humanity / Housing Visions Unlimited, Inc. c/o 3T Architects

ADDRESS: 418 Broadway, Albany, NY 12210

CASE NUMBER: 8-12, 846

Date Received: 8/6/12

Preliminary Presentation: 8/16/12

Subsequent Presentations: 9/20/12; 10/18/12

SEQR Classification: Unlisted Action

SEQR Determination: 10/18/12

Date of Decision: 10/18/12

Vote:	For Approval:	5	Abbott:	Y	Pryor:	Y
	Against:	0	Fox:	Y	Trant:	Y
	Abstain:	0	Hancox:	Y		

Relevant Considerations:

Owners: Albany Community Development Agency, 200 Henry Johnson Blvd., Albany, NY 12210 (0.13 acres); Capital District Habitat for Humanity, 454 North Pearl Street, Albany, NY 12204 (0.06 acres); Carol Holmes, 138 Oak Street, Berlin, NH 03570 (0.06 acres); City of Albany, LLC, 24 Eagle St., Albany, NY 12207 (0.06 acres).

Applicant: Capital District Habitat for Humanity, 454 N. Pearl St., Albany, NY 12204

Authorized Agent: 3tarchitects, 418 Broadway, Albany, NY 12210

Parcel size: 0.31 acres.

Property Valuation: \$10,000 (cumulative).

Location: The site is located at on the south side of Orange Street between Dove and South Swan Streets.

Zoning: R-2B (One- and Two-Family Medium-Density Residential). The Board of Zoning Appeals approved Area Variances for the project on August 8, 2012.

Surrounding Uses: *North:* Proposed single- and two-family dwellings. *West:* 1,932 sq. ft. two-family dwelling. *East:* 2,200 sq. ft. single-family dwelling. *South:* Rear of dwelling lots fronting on Orange Street.

Project Overview: The applicant proposes to re-subdivide existing tax lots along the north south side of Orange Street in order to accommodate new housing construction at the site. The new construction will consist of five new single- and two-family townhouses on 24'x 98' lots. The land to be subdividing is currently vacant and consists of varying lot sizes that are not conducive to uniform development.

Site Design & Building Orientation: The proposed dwellings are favorably oriented to pedestrian activity. Front stoops are proposed to reflect traditional building design and to elevate the ground level for added privacy.

Parking & Traffic: No off-street parking is currently proposed to accompany the proposed dwellings. A longer term objective is to pursue the creation of an alley running the extent of the block between Sheridan Avenue and Orange Street that would provide vehicular access to the rear of the properties. Easement agreements will be written into the deeds for the properties setting aside land for the potential alley.

Transit Service: The closest transit access is on Clinton Avenue (#125), roughly 400 feet from the subject location. Other proximate services are provided at Washington Avenue and Henry Johnson Boulevard, within ¼ mile of the site. Service can be expected to be enhanced as the neighborhood develops.

Streets & Sidewalks: The applicant will fully replace existing sidewalk panels from property line to property line. Textured concrete paving, street trees and pedestrian-oriented lighting will also be installed at regular intervals.

Water/Sewer: New water and sewer connections will be made to existing services running along the Orange Street right-of-way.

Storm Water: Storm water detention infrastructure is proposed to consist of multiple Storm Tech SC310 Infiltrators to be located under the rear yard of the proposed dwellings. The Department of Water and Water Supply will ensure compliance with the City's Interim Storm Water Regulations.

Lighting: The applicant proposes new pedestrian-oriented street lighting at regularly spaced intervals within the right-of-way. Style and design of the proposed light fixture will be agreed upon by the Divisions of Engineering and Planning.

Solid Waste: The applicant has set aside an easement access to allow for curbside placement of trash in lieu of the creation of the desired rear alley that would otherwise accommodate trash disposal.

Actions Taken:

The Board issued a **Negative Declaration** for this **Unlisted Action** as per the provisions of SEQR, as the environmental impacts are negligible or non-existent.

The Board **Approved** the subdivision request with the following conditions:

1. The applicant shall receive final approval of the Department of Water & Water Supply and the Division of Engineering.

2. The applicant shall submit details for the proposed light poles and fencing, as well as formalize proposed temporary easements, to be approved by the Divisions of Planning and Engineering.
3. The applicant shall complete a Phase 1B Archeological Survey as well as any additional studies and/or mitigation recommend by such report.

I, Edward Trant representing the Planning Board of the City of Albany, hereby certify that the foregoing is a true copy of a decision of the Planning Board made at a meeting thereof duly called and held on the day of October 18, 2012.

Date: 10/18/12 Signature: _____

This is not a building permit. All building permits must be approved and issued by the Building Department prior to the start of any construction.

Prior to making an application for a Certificate of Occupancy, the applicant will be required to submit to the Building Department an "as built" site plan which depicts all elements shown on the approved site plan including but not limited to contours, landscaping, building locations, utilities paved and parking areas, signage, accessory structures and other related physical improvements.

**NOTIFICATION OF LOCAL ACTION
DECISION OF THE CITY OF ALBANY PLANNING BOARD**

ADDRESS OF SUBJECT PROPERTY: 186-202 Sheridan Ave.

IN THE MATTER OF: Subdivision Approval for a residential subdivisions resulting in the creation of nine (9) lots.

APPLICANT: Capital District Habitat for Humanity c/o 3T Architects
ADDRESS: 418 Broadway, Albany, NY 12210

CASE NUMBER: 8-12, 847

Date Received: 8/6/12
Preliminary Presentation: 8/16/12
Subsequent Presentations: 9/20/12; 10/18/12
SEQR Classification: Unlisted Action
SEQR Determination: 10/18/12
Date of Decision: 10/18/12

Vote:	For Approval:	5	Abbott:	Y	Pryor:	Y
	Against:	0	Fox:	Y	Trant:	Y
	Abstain:	0	Hancox:	Y		

Relevant Considerations:

Owner: Capital District Habitat for Humanity, Inc., 454 N. Pearl St., Albany, NY 12204

Applicant: Capital District Habitat for Humanity, 454 N. Pearl St., Albany, NY 12204

Authorized Agent: 3tarchitects, 418 Broadway, Albany, NY 12210

Parcel size: 0.73 acres.

Property Valuation: \$26,300 (cumulative).

Location: The site is located at on the south side of Sheridan Avenue between Dove and South Swan Streets.

Zoning: R-2B (One- and Two-Family Medium-Density Residential). The Board of Zoning Appeals approved Area Variances for the project on August 8, 2012.

Surrounding Uses: *North:* Proposed single- and two-family dwellings. *West:* Vacant land to be improved as park space. *East:* Proposed two-family dwellings of Housing Visions Unlimited, Inc. *South:* Existing park space.

Project Overview: The applicant proposes to re-subdivide existing tax lots along the south side of Sheridan Avenue in order to accommodate new housing construction at the site. The new construction will consist of nine new single- and two-family townhouses on 24'x 100' lots. The land to be subdividing is currently vacant and consists of varying lot sizes that are not conducive to uniform development.

Site Design & Building Orientation: The proposed dwellings are favorably oriented to pedestrian activity. Front stoops are proposed to reflect traditional building design and to elevate the ground level for added privacy. Parking, waste disposal and other accessory activities are confined to the rear of the properties.

Parking & Traffic: A proposed access drive from Sheridan Avenue to a rear alleyway will provide access to the rear of the dwelling lots where off-street parking will be accommodated. A long term objective for the greater project area is to explore the feasibility of converting this access drive to an alley running the extent of the block in question.

Transit Service: The closest transit access is on Clinton Avenue (#125), roughly 400 feet from the subject location. Other proximate services are provided at Washington Avenue and Henry Johnson Boulevard, within ¼ mile of the site. Service can be expected to be enhanced as the neighborhood develops.

Streets & Sidewalks: The applicant will fully replace existing sidewalk panels from property line to property line. Textured concrete paving, street trees and pedestrian-oriented lighting will also be installed at regular intervals.

Water/Sewer: New water and sewer connections will be made to existing services running along the Sheridan Avenue right-of-way.

Storm Water: Storm water detention infrastructure is proposed to consist of multiple Storm Tech SC310 Infiltrators to be located under the rear yard of the proposed dwellings. The Department of Water and Water Supply will ensure compliance with the City's Interim Storm Water Regulations.

Landscaping/Fencing: All open areas abutting the street, inclusive of the parking area, will be screened with four-foot decorative wrought-iron style fencing fronting a dense row of shrubs or hedges.

Lighting: The applicant proposes new pedestrian-oriented street lighting at regularly spaced intervals within the right-of-way. Style and design of the proposed light fixture will be agreed upon by the Divisions of Engineering and Planning.

Solid Waste: The applicant proposes an access drive behind the proposed row of dwellings that will allow access to waste disposal areas.

Actions Taken:

The Board issued a **Negative Declaration** for this **Unlisted Action** as per the provisions of SEQR, as the environmental impacts are negligible or non-existent.

The Board **Approved** the subdivision request with the following conditions:

1. The applicant shall receive final approval of the Department of Water & Water Supply and the Division of Engineering.

2. The applicant shall submit details for the proposed light poles and fencing, to be approved by the Divisions of Planning and Engineering.
3. The applicant shall complete a Phase 1B Archeological Survey as well as any additional studies and/or mitigation recommend by such report.
4. The applicants shall complete construction of the proposed access drive in the vicinity of Road Street to City of Albany specifications.

I, Edward Trant representing the Planning Board of the City of Albany, hereby certify that the foregoing is a true copy of a decision of the Planning Board made at a meeting thereof duly called and held on the day of October 18, 2012.

Date: 10/18/12 Signature: _____

This is not a building permit. All building permits must be approved and issued by the Building Department prior to the start of any construction.

Prior to making an application for a Certificate of Occupancy, the applicant will be required to submit to the Building Department an "as built" site plan which depicts all elements shown on the approved site plan including but not limited to contours, landscaping, building locations, utilities paved and parking areas, signage, accessory structures and other related physical improvements.

SHORT ENVIRONMENTAL ASSESSMENT FORM

INSTRUCTIONS:

In order to answer the questions in this short EAF it is assumed that the preparer will use currently available information concerning the project and the likely impacts of the action. It is not expected that additional studies research or other investigations will be undertaken.

ENVIRONMENTAL ASSESSMENT

1. Will the project result in a large physical change to the project site or physically alter more than 10 acres of land?..... ☐ Yes ☒ No
2. Will there be a major change to any unique or unusual landform found on this site?..... ☐ Yes ☒ No
3. Will project alter or have a large effect on an existing body of water?..... ☐ Yes ☒ No
4. Will project have a potentially large impact on groundwater quality?..... ☐ Yes ☒ No
5. Will project significantly affect drainage flow or air quality?..... ☐ Yes ☒ No
6. Will project affect any threatened or endangered plant or animal species... ☐ Yes ☒ No
7. Will project result in a major adverse impact on air quality?..... ☐ Yes ☒ No
8. Will project have a major effect on visual character of the community or scenic views or vistas known to be or important to the community?... ☐ Yes ☒ No
9. Will project adversely impact any site or structure of historic, prehistoric or paleontological importance or any site designated as a critical environmental area by a local agency?..... ☐ Yes ☒ No
10. Will project have a major effect on existing or future recreational opportunities? ☐ Yes ☒ No
11. Will project result in major traffic problems or cause a major impact on existing transportation systems?..... ☐ Yes ☒ No
12. Will project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbances as a result of the project's operation?..... ☐ Yes ☒ No
13. Will project have any impact on public health or safety?..... ☐ Yes ☒ No
14. Will project affect the existing community by directly causing a growth? in permanent population of more than 5% over a one-year period or have a major negative effect on the character of the community or neighborhood?..... ☐ Yes ☒ No
15. Is there any public controversy concerning the project?..... ☐ Yes ☒ No

PREPARER'S SIGNATURE: Craig S. Church TITLE: Landscape Architect

REPRESENTING: Housing Visions Unlimited DATE: 9/6/12

NOTICE OF DETERMINATION
OF NO SIGNIFICANT EFFECT
ON THE ENVIRONMENT

TO ALL INTERESTED AGENCIES, GROUPS AND PERSONS:

In accordance with Article 8 (State Environmental Quality Review) of the Environmental Conservation Law (the "Act"), and the statewide regulations under the Act (6 NYCRR Part 617) (the "Regulations"), notice is hereby given that City of Albany County Industrial Development Agency (the "Agency") has reviewed an application and an environmental assessment form from Housing Visions Consultants, Inc. (the "Applicant") on behalf of Sheridan Hollow Village, LLC and Sheridan Hollow Enterprises, LLC (to be formed) (collectively, the "Company") in connection with the proposed project described below (the "Project") and that the Agency has determined (A) that the proposed Project is an "Unlisted Action" pursuant to the Regulations, and therefore that coordinated review and notification is optional with respect to said Project; (B) to conduct an uncoordinated review of the Project; (C) that the Project will result in no major impacts and therefore will not have a significant effect on the environment; and (D) therefore that an environmental impact statement is not required to be prepared with respect to the Project. THIS NOTICE IS A NEGATIVE DECLARATION FOR THE PURPOSES OF THE ACT.

1. Lead Agency: The Agency has determined not to follow the coordinated review provisions of the Regulations. Therefore, there is no lead agency for the Project.

2. Person to Contact for Further Information: Michael J. Yevoli, Chief Executive Officer, City of Albany Industrial Development Agency, 21 Lodge Street, Albany, New York 12207; Telephone No. 518-434-2532 ext. 19.

3. Project Identification: Proposed Housing Visions Consultants, Inc. (the "Applicant") on behalf of Sheridan Hollow Village, LLC and Sheridan Hollow Enterprises, LLC (to be formed) Project.

4. Project Description: The Project (the "Project") consists of the following: (A) (1) the acquisition of an interest in 23 parcels of land containing in the aggregate approximately 1.33 acres encompassing two (2) neighborhood blocks in Sheridan Hollow generally located at Sheridan Avenue, Orange Street and Dove Street in the City of Albany, Albany County, New York (tax map no. 65.81-4-22, 65.81-4-21, 65.81-2-49, 65.81-2-50, 65.81-2-51, 65.81-3-56, 65.81-3-55, 65.81-3-54, 65.81-3-53, 65.81-2-52, 65.81-3-32, 65.81-3-33, 65.81-3-34, 65.81-6-78, 65.81-6-77, 65.81-6-76, 65.73-2-68, 65.73-2-69, 65.73-2-70, 65.73-2-61, 65.73-2-62, 65.73-2-63 and 65.73-2-64) (collectively, the "Land"), together with approximately three buildings located thereon (collectively, the "Existing Facility"), (2) the demolition of Existing Facility and the construction on the Land of approximately 17 new buildings to consist of 57 rental housing units and two (2) mixed-use buildings (collectively, the "Facility") and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "Equipment") (the Land, the Existing Facility, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned by the Company and leased to tenants for quality affordable housing, commercial usage and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

5. Project Location: The Project Facility will be located at (tax map no. 65.81-4-22, 65.81-4-21, 65.81-2-49, 65.81-2-50, 65.81-2-51, 65.81-3-56, 65.81-3-55, 65.81-3-54, 65.81-3-53, 65.81-2-52, 65.81-3-32, 65.81-3-33, 65.81-3-34, 65.81-6-78, 65.81-6-77, 65.81-6-76, 65.73-2-68, 65.73-2-69, 65.73-2-70, 65.73-2-61, 65.73-2-62, 65.73-2-63 and 65.73-2-64) having an address of Sheridan Avenue at Orange Street at Dove in the City of Albany, Albany County, New York.

6. Reasons for Determination of Non-Significance: By resolution adopted by the members of the Agency on December 20, 2012 the Agency determined that the following potential environmental impacts of the Project will not constitute significant adverse impacts:

1. According to the EAF, the Project will be compatible with the adjoining/surrounding lands uses within a ¼ mile area.

2. The Project will create employment. The Application indicates that the anticipated number of new employees, at the end of the first year of the completion of the Project Facility, will be approximately 2. Due to the number of workers currently on the local unemployment rolls, this potential impact will not be significant.

3. It is not anticipated that the Project will have any adverse impact on threatened or endangered aquatic species or other plant or animal resources.

4. The proposed Project is not anticipated to be publicly controversial as there are no adverse environmental impacts.

5. The proposed Project is not anticipated to have a significant adverse impact on agricultural resources.

6. The Project will create the need for multiple Storm Tech SC310 Infiltrators for storm water. As the Company will comply with all state and federal regulations and the Department of Water and Water Supply will ensure compliance with the City of Albany's Interim Storm Water Regulations, this is a small to moderate impact on the environment and therefore will not be significant.

No other significant environmental impacts were identified by the Agency in its review of the environmental assessment form submitted to the Agency with respect to the Project and, based upon the Agency's knowledge of the area surrounding the Project Facility and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, no significant environmental impacts are known to the Agency.

7. Comment Period: All interested parties, groups and persons disagreeing with or otherwise desiring to comment upon the Agency's environmental determination with respect to this Project are invited to submit written comments for consideration by the Agency. All such comments should be sent by mail addressed to Michael J. Yevoli, Chief Executive Officer at the address specified in paragraph two hereof.

Dated: December 20, 2012

CITY OF ALBANY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Chief Executive Officer

**COMMERCIAL FINDINGS RESOLUTION
SHERIDAN HOLLOW VILLAGE, LLC PROJECT - HOUSING
(HOUSING VISIONS CONSULTANTS, INC.)**

A regular meeting of City of Albany Industrial Development Agency (the “Agency”) was convened in public session at the office of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York on December 20, 2012 at 12:00 p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Anthony J. Ferrara	Chairman
John R. Vero	Vice Chairman
Susan Pedo	Secretary
Hon. Kathy Sheehan	Treasurer
Martin Daley	Member
C. Anthony Owens	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Michael J. Yevoli	CEO - Capitalize Albany Corporation
Erik Smith	CFO - Capitalize Albany Corporation
Sarah Reginelli	Director of Economic Development
Bradley Chevalier	Senior Economic Developer, Capitalize Albany Corporation
Amy Gardner	Administrative Assistant, Capitalize Albany Corporation
John J. Reilly, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Special Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 1212-__

RESOLUTION (A) DETERMINING THAT THE PROPOSED SHERIDAN HOLLOW VILLAGE, LLC PROJECT IS A COMMERCIAL PROJECT, AND (B) MAKING CERTAIN FINDINGS REQUIRED UNDER THE GENERAL MUNICIPAL LAW.

WHEREAS, City of Albany Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General

Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, reconstruct, renovate and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, reconstructed, renovated and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in September, 2012, Housing Visions Consultants, Inc. (the “Applicant”), on behalf of Sheridan Hollow Village, LLC, a New York limited liability company (the “Company”) submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in 19 parcels of land containing in the aggregate approximately 1.15 acres encompassing two (2) neighborhood blocks in Sheridan Hollow generally located at Sheridan Avenue, Orange Street and Dove Street in the City of Albany, Albany County, New York (tax map no. 65.81-4-22, 65.81-4-21, 65.81-2-49, 65.81-2-50, 65.81-2-51, 65.81-3-56, 65.81-3-55, 65.81-3-54, 65.81-3-53, 65.81-2-52, 65.81-3-32, 65.81-3-33, 65.81-3-34, 65.81-6-78, 65.81-6-77, 65.81-6-76, 65.73-2-68, 65.73-2-69 and 65.73-2-70) (collectively, the “Land”), together with approximately three buildings located thereon (collectively, the “Existing Facility”), (2) the demolition of Existing Facility and the construction on the Land of approximately 17 new buildings to consist of 57 rental housing units (collectively, the “Facility”) and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”) (the Land, the Existing Facility, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be owned by the Company and leased to tenants for quality affordable housing, commercial usage and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on September 20, 2012 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 31, 2012 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on November 2, 2012 at the City Hall bulletin board located at 24 Eagle Street, in the City of Albany, Albany County, New York, (C) caused notice of the Public Hearing to be published on November 3, 2012 in the Albany Times Union, a newspaper of general circulation available to the residents of the City of Albany, New York, (D) conducted the Public Hearing on November 15, 2012 at 12:00 o’clock p.m., local time at offices of the City of Albany Industrial Development Agency located at 21 Lodge Street in City of Albany, Albany County, New York, and

(E) prepared a report of the Public Hearing (the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (the “Regulations”, and collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on December 20, 2012 (the “SEQR Resolution”), the Agency determined (A) that the Project constituted an “Unlisted Action” under SEQRA, (B) that the Project would not have a “significant effect on the environment” pursuant to SEQRA and, therefore, that no environmental impact statement need be prepared with respect to the Project, and (C) as a consequence of the foregoing, to prepare a negative declaration with respect to the Project; and

WHEREAS, to aid the Agency in determining whether the Project qualifies for Financial Assistance as a commercial project within the meaning of the Act, the Applicant has submitted to the Agency the following (collectively, the “Project Qualification Documents”): (A) the Agency Application, (B) a report prepared for the City of Albany entitled “Arbor Hill Neighborhood Plan” (the “Arbor Hill Plan”) and (C) a report prepared for the City of Albany entitled “Albany 2030: The City of Albany Comprehensive Plan” (the “Albany 2030 Plan”);

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. Based upon an examination of the Project Qualification Documents and based further upon the Agency’s knowledge of the area surrounding the Project and such further investigation of the Project and its economic effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project:

A. That the Application indicates that the Project will create 2 full-time permanent private sector jobs at the Project Facility.

B. That the Arbor Hill Plan indicates that rehabilitating and improving housing in the Sheridan Hollow Neighborhood is a goal of the Plan.

C. That increasing investment, both public and private, in the Sheridan Hollow Neighborhood is a vehicle for improving private market conditions and as a strategy to redevelop vacant buildings and lots.

D. That clustering of residential units on vacant lots and in abandoned buildings will be a strong step in reestablishing a real estate market in the Sheridan Hollow Neighborhood.

E. That undertaking the Project is consistent with the provisions in the Arbor Hill Plan and the Albany 2030 Plan.

F. That the goal of the Project includes the striving for equal ratio of homeowner ship and rental housing.

G. That the Plan involves the leveraging of publicly owned property.

H. That the Arbor Hill Plan and the Albany 2030 Plan also directs that support should be provided to small businesses and that the mixed use retail and other commercial developments in the Project are consistent with the Plan.

I. That undertaking the Project will provide good quality housing to individuals seeking to reside and work in the City of Albany.

J. That undertaking the Project will improve the quality of housing in the City of Albany.

K. That not undertaking the Project would most likely result in the further deterioration of housing stock in the City of Albany and discourage future commercial and residential development and expansion in the neighborhood area.

L. That the creation of affordable housing has a direct and important impact upon the success or failure of the commercial businesses in the Sheridan Hollow Neighborhood and the City of Albany.

Section 2. Based upon the foregoing review of the Project Qualification Documents and based further upon the Agency's knowledge of the area surrounding the Project Facility and such further investigation of the Project and its economic effects as the Agency has deemed appropriate, the Agency makes the following determinations with respect to the Project:

A. That (1) the Project Facility will provide necessary infrastructure for area employers, (2) that completion of the Project Facility will have an impact upon the creation, retention and expansion of employment opportunities in the City of Albany and in the State of New York, and (3) that completion of the Project will assist in promoting employment opportunities and assist in preventing economic deterioration in the City of Albany and in the State of New York.

B. That the acquisition, reconstruction, construction and installation of the Project Facility is essential to the retention of existing employment and the creation of new employment opportunities and is essential to the prevention of economic deterioration of businesses located in the City of Albany.

C. That the Project constitutes a "commercial" project, within the meaning of the Act.

D. That the Project will serve the public purposes of the Act by preserving permanent, private sector jobs or by increasing the overall number of permanent, private sector jobs in the State of New York.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Anthony J. Ferrara	VOTING	_____
John R. Vero	VOTING	_____
Susan Pedo	VOTING	_____
Hon. Kathy Sheehan	VOTING	_____
Martin Daley	VOTING	_____
C. Anthony Owens	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of City of Albany Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2012 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of December, 2012.

(Assistant) Secretary

(SEAL)

**APPROVING RESOLUTION
SHERIDAN HOLLOW VILLAGE, LLC PROJECT - HOUSING
(HOUSING VISIONS CONSULTANTS, INC.)**

A regular meeting of City of Albany Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York on December 20, 2012 at 12:15 p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Anthony J. Ferrara	Chairman
John R. Vero	Vice Chairman
Susan Pedo	Secretary
Hon. Kathy Sheehan	Treasurer
Martin Daley	Member
C. Anthony Owens	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Michael J. Yevoli	CEO - Capitalize Albany Corporation
Erik Smith	CFO - Capitalize Albany Corporation
Sarah Reginelli	Director of Economic Development
Bradley Chevalier	Senior Economic Developer, Capitalize Albany Corporation
Amy Gardner	Administrative Assistant, Capitalize Albany Corporation
John J. Reilly, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Special Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 1212-__

**RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS IN CONNECTION
WITH A LEASE/LEASEBACK TRANSACTION FOR A PROJECT FOR SHERIDAN
HOLLOW VILLAGE, LLC (THE "COMPANY").**

WHEREAS, City of Albany Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter

collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial, manufacturing and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in September, 2012, Housing Visions Consultants, Inc. (the “Applicant”), on behalf of Sheridan Hollow Village, LLC, a New York limited liability company (the “Company”) submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in 19 parcels of land containing in the aggregate approximately 1.15 acres encompassing two (2) neighborhood blocks in Sheridan Hollow generally located at Sheridan Avenue, Orange Street and Dove Street in the City of Albany, Albany County, New York (tax map no. 65.81-4-22, 65.81-4-21, 65.81-2-49, 65.81-2-50, 65.81-2-51, 65.81-3-56, 65.81-3-55, 65.81-3-54, 65.81-3-53, 65.81-2-52, 65.81-3-32, 65.81-3-33, 65.81-3-34, 65.81-6-78, 65.81-6-77, 65.81-6-76, 65.73-2-68, 65.73-2-69 and 65.73-2-70) (collectively, the “Land”), together with approximately three buildings located thereon (collectively, the “Existing Facility”), (2) the demolition of Existing Facility and the construction on the Land of approximately 17 new buildings to consist of 57 rental housing units (collectively, the “Facility”) and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”) (the Land, the Existing Facility, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be owned by the Company and leased to tenants for quality affordable housing, commercial usage and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on September 20, 2012 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 31, 2012 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on November 2, 2012 at the City Hall bulletin board located at 24 Eagle Street, in the City of Albany, Albany County, New York, (C) caused notice of the Public Hearing to be published on November 3, 2012 in the Albany Times Union, a newspaper of general circulation available to the residents of the City of Albany, New York, (D) conducted the Public Hearing on November 15, 2012 at 12:00 o’clock p.m., local time at offices of the City of Albany Industrial Development Agency located at 21 Lodge Street in City of

Albany, Albany County, New York, and (E) prepared a report of the Public Hearing (the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on December 20, 2012 (the “SEQR Resolution”), the Agency (A) determined that the Project constituted an “unlisted action” under SEQRA, (B) determined that the Project will not have a “significant effect on the environment” and therefore that an environmental impact statement is not required to be prepared with respect to the Project and (C) authorized the issuance of a “negative declaration” with respect to the Project (as said quoted terms are used in SEQRA); and

WHEREAS, by resolution adopted by the members of the Agency on December 20, 2012 (the “Commercial Determination Resolution”), the Agency determined that Project constituted a “commercial project” within the meaning of the Act; and

WHEREAS, the Agency has given due consideration to the Application, and to representations by the Company that (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Company to undertake the Project in City of Albany, New York and (B) the completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York; and

WHEREAS, the Agency desires to encourage the Company to preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of City of Albany, New York by undertaking the Project in City of Albany, New York; and

WHEREAS, in order to consummate the Project and the granting of the Financial Assistance described in the notice of the Public Hearing, the Agency proposes to enter into the following documents (hereinafter collectively referred to as the “Agency Documents”): (A) a certain lease to agency (the “Lease to Agency” or the “Underlying Lease”) by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises”); (B) a certain license agreement (the “License to Agency” or the “License Agreement”) by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (1) a license to enter upon the balance of the Land (the “Licensed Premises”) for the purpose of undertaking and completing the Project and (2) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement (as hereinafter defined); (C) a lease agreement (and a memorandum thereof) (the “Lease Agreement”) by and between the Agency and the Company, pursuant to which, among other things, the Company agrees to undertake the Project as agent of the Agency and the Company further agrees to lease the Project Facility from the Agency and, as rental thereunder, to pay the Agency’s administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project; (D) a payment in lieu of tax agreement (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (E) if the Company intends to finance the Project with borrowed money, one or more mortgages and any other security documents and related documents (collectively, the “Mortgage”) from the Agency and the Company to the Company’s lenders

with respect to the Project (the “Lender”), which Mortgage will grant liens on and security interests in the Project Facility to secure one or more loans from the Lender to the Company with respect to the Project (collectively, the “Loan”); (F) all building loan and other agreements requested by the Lender in connection with the Loan (collectively with the Mortgage, the “Loan Documents”); and (G) various certificates relating to the Project (the “Closing Documents”);

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. All action taken by the Chief Executive Officer of the Agency with respect to the Public Hearing with respect to the Project is hereby ratified and confirmed.

Section 2. The law firm of Hodgson Russ LLP is hereby appointed Special Counsel to the Agency with respect to all matters in connection with the Project. Special Counsel for the Agency is hereby authorized, at the expense of the Company, to work with the Company, counsel to the Company, counsel to the Agency and others to prepare, for submission to the Agency, all documents necessary to effect the transactions contemplated by this Resolution. Special Counsel has prepared and submitted an initial draft of the Agency Documents to staff of the Agency.

Section 3. The Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act;

(B) The Project constitutes a “project,” as such term is defined in the Act;

(C) The Project site is located entirely within the boundaries of City of Albany, New York;

(D) It is estimated at the present time that the costs of the planning, development, acquisition, construction, reconstruction and installation of the Project Facility (collectively, the “Project Costs”) will be approximately \$_____;

(E) The completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York;

(F) The granting of the Financial Assistance by the Agency with respect to the Project will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of City of Albany, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act;

(G) The Agency has reviewed the Public Hearing Report and has fully considered all comments contained therein; and

(H) It is desirable and in the public interest for the Agency to enter into the Agency Documents.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (A) proceed with the Project; (B) acquire the Project Facility; (C) lease the Project Facility to the Company pursuant to the Lease Agreement; (D) enter into the Payment in Lieu of Tax Agreement; (E) secure the Loan by entering into the Loan Documents; and (F) grant the Financial Assistance with respect to the Project.

Section 5. The Agency is hereby authorized (A) to acquire a license in the Licensed Premises pursuant to the License Agreement, (B) to acquire a leasehold interest in the Leased Premises pursuant to the Underlying Lease, (C) to acquire title to the Equipment pursuant to a bill of sale (the "Bill of Sale to Agency") from the Company to the Agency, and (D) to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisitions are hereby approved, ratified and confirmed.

Section 6. The Agency is hereby authorized to acquire, construct and install the Project Facility as described in the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition, construction and installation are hereby ratified, confirmed and approved.

Section 7. The Chairman (or Vice Chairman) of the Agency, with the assistance of Agency Counsel and/or Special Counsel, is authorized to negotiate and approve the form and substance of the Agency Documents.

Section 8. (A) The Chairman (or Vice Chairman) of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agency Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in the forms thereof as the Chairman (or Vice Chairman) shall approve, the execution thereof by the Chairman (or Vice Chairman) to constitute conclusive evidence of such approval.

(B) The Chairman (or Vice Chairman) of the Agency is hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 10. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Anthony J. Ferrara	VOTING	_____
John R. Vero	VOTING	_____
Susan Pedo	VOTING	_____
Hon. Kathy Sheehan	VOTING	_____
Martin Daley	VOTING	_____
C. Anthony Owens	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of City of Albany Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2012 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of December, 2012.

(Assistant) Secretary

(SEAL)

**PILOT DEVIATION APPROVAL RESOLUTION
SHERIDAN HOLLOW ENTERPRISES, LLC PROJECT - COMMERCIAL
(HOUSING VISIONS CONSULTANTS, INC.)**

A regular meeting of City of Albany Industrial Development Agency (the “Agency”) was convened in public session at the office of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York on December 20, 2012 at 12:00 p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Anthony J. Ferrara	Chairman
John R. Vero	Vice Chairman
Susan Pedo	Secretary
Hon. Kathy Sheehan	Treasurer
Martin Daley	Member
C. Anthony Owens	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Michael J. Yevoli	CEO - Capitalize Albany Corporation
Erik Smith	CFO - Capitalize Albany Corporation
Sarah Reginelli	Director of Economic Development
Bradley Chevalier	Senior Economic Developer, Capitalize Albany Corporation
Amy Gardner	Administrative Assistant, Capitalize Albany Corporation
John J. Reilly, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Special Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 1212-__

**RESOLUTION AUTHORIZING A DEVIATION FROM THE AGENCY’S UNIFORM TAX
EXEMPTION POLICY IN CONNECTION WITH THE PROPOSED PAYMENT IN LIEU OF
TAX AGREEMENT TO BE ENTERED INTO BY THE AGENCY IN CONNECTION WITH
THE PROPOSED SHERIDAN HOLLOW ENTERPRISES, LLC PROJECT.**

WHEREAS, City of Albany Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of

said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in September, 2012, Housing Visions Consultants, Inc. (the "Applicant"), on behalf of Sheridan Hollow Enterprises, LLC, a New York limited liability company (the "Company"), submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in 4 parcels of land containing in the aggregate approximately .18 acres generally located at the corner of Dove Street and Sheridan Avenue, in the City of Albany, Albany County, New York (tax map no. 65.73-2-61, 65.73-2-62, 65.73-2-63 and 65.73-2-64) (collectively, the "Land"), (2) the construction on the Land of approximately two (2) mixed-use buildings (collectively, the "Facility") and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned by the Company and leased to tenants for commercial usage and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on September 20, 2012 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 31, 2012 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on November 2, 2012 at the City Hall bulletin board located at 24 Eagle Street, in the City of Albany, Albany County, New York, (C) caused notice of the Public Hearing to be published on November 3, 2012 in the Albany Times Union, a newspaper of general circulation available to the residents of the City of Albany, New York, (D) conducted the Public Hearing on November 15, 2012 at 12:00 o'clock p.m., local time at offices of the City of Albany Industrial Development Agency located at 21 Lodge Street in City of Albany, Albany County, New York, and (E) prepared a report of the Public Hearing (the "Public Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on December 20, 2012 (the “SEQR Resolution”), the Agency (A) determined that the Project constituted an “unlisted action” under SEQRA, (B) determined that the Project will not have a “significant effect on the environment” and therefore that an environmental impact statement is not required to be prepared with respect to the Project and (C) authorized the issuance of a “negative declaration” with respect to the Project (as said quoted terms are used in SEQRA); and

WHEREAS, in connection with the Project, the Company has requested that the Agency deviate from its uniform tax exemption policy with respect to the terms of the proposed payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility, which proposed deviation is outlined in the letter dated December 14, 2012 (the “Pilot Deviation Letter”), a copy of which Pilot Deviation Letter is attached hereto as Exhibit A; and

WHEREAS, pursuant to Section 874(4) of the Act, prior to taking final action on such request for a deviation from the Agency’s uniform tax exemption policy, the Agency must give the chief executive officers of the County and each city, town, village and school district in which the Project Facility is located (collectively, the “Affected Tax Jurisdictions”) written notice of the proposed deviation from the Agency’s uniform tax exemption policy and the reasons therefor no fewer than thirty (30) days prior to the meeting of the Agency at which the members of the Agency shall consider whether to approve such proposed deviation; and

WHEREAS, by the Pilot Deviation Letter, the Chief Executive Officer notified the chief executive officers of the Affected Tax Jurisdictions of the proposed deviation from the Agency’s uniform tax exemption policy and further notified said chief executive officers that the members of the Agency would consider whether to approve such proposed deviation at this meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby finds and determines as follows:

(A) The Agency has considered any and all responses from the Affected Tax Jurisdictions to the Pilot Deviation Letter.

(B) The Agency has reviewed and responded to all written comments received from any Affected Tax Jurisdiction with respect to the proposed deviation.

(C) The Agency has given all representatives from an Affected Tax Jurisdictions in attendance at this meeting the opportunity to address the members of the Agency regarding the proposed deviation.

Section 2. Based upon (A) the findings and determinations in Section 1 above, (B) comments received at the Public Hearing, (C) input received at this meeting from the Affected Tax Jurisdictions with respect to the proposed deviation, (D) the Agency’s knowledge of the Project and (E) such further investigation of the Project and the effect of the proposed deviation as the Agency has deemed appropriate, the Agency hereby determines to deviate from the Agency’s uniform tax exemption policy with respect to the terms of the proposed payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility for the reasons set forth in the Pilot Deviation Letter. Based upon the aforementioned, the Agency hereby

approves a deviation from the Agency's uniform tax exemption policy, such deviation to be as described in the Pilot Deviation Letter.

Section 3. Upon preparation by counsel to the Agency of a payment in lieu of tax agreement with respect to the Project Facility reflecting the terms of this resolution (the "Payment in Lieu of Tax Agreement") and approval of same by the Chairman (or Vice Chairman) of the Agency, the Chairman (or Vice Chairman) of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Payment in Lieu of Tax Agreement, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in such form as is approved by the Chairman (or Vice Chairman), the execution thereof by the Chairman (or Vice Chairman) to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Payment in Lieu of Tax Agreement, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Payment in Lieu of Tax Agreement binding upon the Agency.

Section 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Anthony J. Ferrara	VOTING	_____
John R. Vero	VOTING	_____
Susan Pedo	VOTING	_____
Hon. Kathy Sheehan	VOTING	_____
Martin Daley	VOTING	_____
C. Anthony Owens	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of City of Albany Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2012 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of December, 2012.

(Assistant) Secretary

(SEAL)

EXHIBIT A

PILOT DEVIATION LETTER

CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY

21 Lodge Street
Albany, New York 12207
Tel: 518-434-2532
Fax: 518-434-9846

December 14, 2012

Hon. Daniel P. McCoy, Albany County Executive
112 State Street, Room 200
Albany, New York 12207

Marguerite Vanden Wyngaard, Ph.D.,
Superintendent
Albany City School District
Academy Park
Albany, New York 12207

Hon. Gerald D. Jennings, Mayor
City of Albany
City Hall
Eagle Street
Albany, New York 12207

Dan Egan, School Board President
City School District of Albany
42 Manning Boulevard
Albany, New York 12203

RE: Proposed Deviation from Uniform Tax Exemption Policy by
City of Albany Industrial Development Agency
in connection with its Proposed Sheridan Hollow Enterprises, LLC
Housing Visions Consultants, Inc. Project

Dear Ladies/Gentlemen:

This letter is delivered to you pursuant to Section 874(4)(c) of the General Municipal Law.

In September, 2012, City of Albany Industrial Development Agency (the "Agency") received an application (the "Application") from Housing Visions Consultants, Inc. (the "Applicant") on behalf of Sheridan Hollow Enterprises, LLC (a New York limited liability company to be formed) (the "Company"), which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to consist of the following: (A) (1) the acquisition of an interest in 4 parcels of land containing in the aggregate approximately .18 acres generally located at the corner of Dove Street and Sheridan Avenue, in the City of Albany, Albany County, New York (tax map no. 65.73-2-61, 65.73-2-62, 65.73-2-63 and 65.73-2-64) (collectively, the "Land"), (2) the construction on the Land of approximately two (2) mixed-use buildings (collectively, the "Facility") and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned by the Company and leased to tenants for commercial usage and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

Hon. Daniel P. McCoy, Albany County Executive
Hon. Gerald D. Jennings, Mayor
Marguerite Vanden Wyngaard, Ph.D., Superintendent of Schools
Dan Egan, School Board President
December 14, 2012
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In connection with the Application, the Company has made a request to the Agency (the "Pilot Request") that the Agency enter into a payment in lieu of tax agreement (the "Proposed Pilot Agreement") which terms would deviate from the Agency's Uniform Tax Exemption Policy (the "Policy"). The Proposed Agreement would not provide any abatements for any special assessments levied on the Project Facility. The Proposed Pilot Agreement would provide that the Company be granted a ten year payment in lieu of tax agreement on the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively, with the Facility, the "Improvements") with an abatement of 50% in year one of the Proposed Pilot Agreement and with a 5% per year decrease in such abatement over the term of the Proposed Pilot Agreement.

The terms of the Proposed Pilot Agreement deviate from the Agency's Policy. The Policy provides that, for a facility similar to the Project Facility, payments in lieu of taxes will normally be determined as follows: a 50% abatement in real property taxes on the Improvements in year one of the payment in lieu of tax agreement with a 10% per year decrease in such abatement over the term of the five year payment in lieu of tax agreement.

The purpose of this letter is to inform you of such Pilot Request and that the Agency is considering whether to grant the Pilot Request and to approve a Proposed Pilot Agreement conforming to the terms of the Pilot Request. The Agency expects to consider whether to approve the terms of the Proposed Pilot Agreement at its meeting scheduled for December 20, 2012 at 12:15 p.m., local time at the offices of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York (the "Meeting"). As described later in this letter, during the meeting on December 20, 2012, the Agency will review the terms of the Pilot Request and, based on the discussions during such meeting the terms of the Pilot Request may be modified.

This letter is forwarded to you for purposes of complying with Section 874 of the General Municipal Law of the State of New York, which requires written notice prior to the Agency taking final action with respect to the Proposed Pilot Agreement (if said Proposed Pilot Agreement may deviate from the provisions of the Agency's Policy).

The Agency considered the following factors in considering the proposed deviation:

1. The nature of the Project: The Project involves the construction of two (2) mixed-use buildings to be owned by the Company and leased to tenants for commercial/retail usage and other directly and indirectly related activities. This Project is in conjunction with a proposed 57 rental housing unit facility being constructed in the same vicinity as this Project.

2. The present use of the property: The present use of the property consists of underutilized vacant lots.

3. The economic condition of the area at the time of the request of the Company and the economic multiplying effect that the Project will have on the area: The current economic condition of the neighborhood is described as challenged and suffering from various degrees of inner city urban blight. The Applicant has represented that undertaking the Project will result in increased development throughout the neighborhood.

4. The extent to which the Project will create or retain permanent, private sector jobs and the number of jobs to be created or retained and the salary range of such jobs: The Applicant has represented in the Agency Application that the Project will create two (2) permanent private sector jobs. The commercial activity to be located in portions of the Project Facility will create additional jobs.

5. The estimated value of new tax exemptions to be provided: The estimated value of the tax exemptions for real property taxes, mortgage recording taxes and sales tax have been calculated by the Applicant are described in the Agency Application and the accompanying memoranda and schedules. Please advise if you would like us to provide you with copies.

6. The economic impact of the Proposed Pilot Agreement on affected tax jurisdictions: The Proposed PILOT Agreement is expected to provide a net benefit to the affected tax jurisdictions in the form of increased municipal revenues under the Proposed PILOT Agreement when compared to the current amount of real property taxes being paid relating to the site.

7. The impact of the Proposed Pilot Agreement on existing and proposed businesses and economic development projects in the vicinity: The impact of the Project is a positive one on the community, as it creates jobs economic activity in the community and addresses housing needs in the neighborhood.

8. The amount of private sector investment generated or likely to be generated by the Proposed Pilot Agreement:

The investment by the Applicant in the combined commercial and housing projects will be approximately \$14 million. This investment does not include any investment by the tenants to be located in the Facility.

9. The effect of the Proposed Pilot Agreement on the environment:

It is likely that the Project will not have a significant effect on the environment.

10. Project Timing:

It is anticipated that the Project will start construction in 1st Q of 2013.

11. The extent to which the Proposed Pilot Agreement will require the provision of additional services including, but not limited to, additional educational, transportation, police, emergency medical or fire services: There will be some need for additional municipal services due to increases in density in the neighborhood. The Applicant has estimated that any such needs will not be significant.

12. Anticipated tax revenues: Tax revenues should increase due to increased economic activity and the payment of PILOT payments. More information has been provided by

Hon. Daniel P. McCoy, Albany County Executive
Hon. Gerald D. Jennings, Mayor
Marguerite Vanden Wyngaard, Ph.D., Superintendent of Schools
Dan Egan, School Board President
December 14, 2012
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the Applicant and is contained in the Agency Application and accompanying memoranda and schedules.

13. The extent to which the Proposed Pilot Agreement will provide a benefit (economic or otherwise) not otherwise available within the municipality in which the Project Facility is located: The Applicant has represented that the Project will address a number of issues of concern in the neighborhood by providing quality affordable housing and mixed use commercial/retail space.

The Agency will consider the Proposed Pilot Agreement (and the proposed deviation from the Agency's Policy) at the Meeting. The discussion at the Meeting will include a review of (a) the terms of the Pilot Request, (b) other projects where the Agency has approved a deviation from its Policy, and (c) the information contained in this letter and other materials provided by the Company supporting the Pilot Request. Based on the discussion at the Meeting, and the review of any comments received by the Agency with respect to the Pilot Request, the Agency may determine to modify the terms of the Pilot Request.

The Agency would welcome any written comments that you might have on this proposed deviation from the Agency's Policy. In accordance with Section 874 of the General Municipal Law, prior to taking final action at the Meeting, the Agency will review and respond to any written comments received from any affected tax jurisdiction with respect to the proposed deviation. The Agency will also allow any representative of any affected tax jurisdiction present at the Meeting to address the Agency regarding the proposed deviation.

If you have any questions or comments regarding the foregoing, please do not hesitate to contact me at the above telephone number.

Sincerely yours,

/s/ Michael J. Yevoli
Michael J. Yevoli
Chief Executive Officer

**APPROVING RESOLUTION
SHERIDAN HOLLOW ENTERPRISES, LLC PROJECT - COMMERCIAL
(HOUSING VISIONS CONSULTANTS, INC.)**

A regular meeting of City of Albany Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York on December 20, 2012 at 12:15 p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Anthony J. Ferrara	Chairman
John R. Vero	Vice Chairman
Susan Pedo	Secretary
Hon. Kathy Sheehan	Treasurer
Martin Daley	Member
C. Anthony Owens	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Michael J. Yevoli	CEO - Capitalize Albany Corporation
Erik Smith	CFO - Capitalize Albany Corporation
Sarah Reginelli	Director of Economic Development
Bradley Chevalier	Senior Economic Developer, Capitalize Albany Corporation
Amy Gardner	Administrative Assistant, Capitalize Albany Corporation
John J. Reilly, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Special Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 1212-__

**RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS IN CONNECTION
WITH A LEASE/LEASEBACK TRANSACTION FOR A PROJECT FOR SHERIDAN
HOLLOW ENTERPRISES, LLC (THE "COMPANY").**

WHEREAS, City of Albany Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring,

constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial, manufacturing and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in September, 2012, Housing Visions Consultants, Inc. (the “Applicant”), on behalf of Sheridan Hollow Enterprises, LLC, a New York limited liability company (the “Company”), submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in 4 parcels of land containing in the aggregate approximately .18 acres generally located at the corner of Dove Street and Sheridan Avenue, in the City of Albany, Albany County, New York (tax map no. 65.73-2-61, 65.73-2-62, 65.73-2-63 and 65.73-2-64) (collectively, the “Land”), (2) the construction on the Land of approximately two (2) mixed-use buildings (collectively, the “Facility”) and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”) (the Land, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be owned by the Company and leased to tenants for commercial usage and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on September 20, 2012 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on October 31, 2012 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on November 2, 2012 at the City Hall bulletin board located at 24 Eagle Street, in the City of Albany, Albany County, New York, (C) caused notice of the Public Hearing to be published on November 3, 2012 in the Albany Times Union, a newspaper of general circulation available to the residents of the City of Albany, New York, (D) conducted the Public Hearing on November 15, 2012 at 12:00 o’clock p.m., local time at offices of the City of Albany Industrial Development Agency located at 21 Lodge Street in City of Albany, Albany County, New York, and (E) prepared a report of the Public Hearing (the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”)

adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on December 20, 2012 (the "SEQR Resolution"), the Agency (A) determined that the Project constituted an "unlisted action" under SEQRA, (B) determined that the Project will not have a "significant effect on the environment" and therefore that an environmental impact statement is not required to be prepared with respect to the Project and (C) authorized the issuance of a "negative declaration" with respect to the Project (as said quoted terms are used in SEQRA); and

WHEREAS, the Agency's Uniform Tax Exemption Policy (the "Policy") provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency (the "Pilot Request") that the Agency deviate from the Policy with respect to Project Facility. Pursuant to the Pilot Request, the Chief Executive Officer of the Agency caused a letter dated December 14, 2012 (the "Pilot Deviation Notice Letter") to be mailed to the chief executive officers of the Affected Tax Jurisdictions (as such term is defined in the Act), informing said individuals that the Agency would, at its meeting on December 20, 2012, consider a proposed deviation from the Policy with respect to the payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility (the "Payment in Lieu of Tax Agreement") and the reasons for said proposed deviation; and

WHEREAS, by resolution adopted by the members of the Agency on December 20, 2012 (the "Pilot Deviation Approval Resolution"), the members of the Agency determined to deviate from the Agency's Policy with respect to the Project; and

WHEREAS, the Agency has given due consideration to the Application, and to representations by the Company that (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Company to undertake the Project in City of Albany, New York and (B) the completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York; and

WHEREAS, the Agency desires to encourage the Company to preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of City of Albany, New York by undertaking the Project in City of Albany, New York; and

WHEREAS, in order to consummate the Project and the granting of the Financial Assistance described in the notice of the Public Hearing, the Agency proposes to enter into the following documents (hereinafter collectively referred to as the "Agency Documents"): (A) a certain lease to agency (the "Lease to Agency" or the "Underlying Lease") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); (B) a certain license agreement (the "License to Agency" or the "License Agreement") by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (1) a license to enter upon the balance of the Land (the "Licensed Premises") for the purpose of undertaking and completing the Project and (2) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement (as hereinafter defined); (C) a lease agreement (and a memorandum thereof) (the "Lease Agreement") by and between the Agency and the Company, pursuant to which, among other things, the Company agrees to undertake the Project as agent of the Agency and the Company further agrees to lease the Project Facility from the Agency and, as rental thereunder, to pay the Agency's administrative fee relating to the Project and to pay all expenses incurred by the Agency with

respect to the Project; (D) a payment in lieu of tax agreement (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (E) if the Company intends to finance the Project with borrowed money, one or more mortgages and any other security documents and related documents (collectively, the "Mortgage") from the Agency and the Company to the Company's lenders with respect to the Project (the "Lender"), which Mortgage will grant liens on and security interests in the Project Facility to secure one or more loans from the Lender to the Company with respect to the Project (collectively, the "Loan"); (F) all building loan and other agreements requested by the Lender in connection with the Loan (collectively with the Mortgage, the "Loan Documents"); and (G) various certificates relating to the Project (the "Closing Documents");

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. All action taken by the Chief Executive Officer of the Agency with respect to the Public Hearing with respect to the Project is hereby ratified and confirmed.

Section 2. The law firm of Hodgson Russ LLP is hereby appointed Special Counsel to the Agency with respect to all matters in connection with the Project. Special Counsel for the Agency is hereby authorized, at the expense of the Company, to work with the Company, counsel to the Company, counsel to the Agency and others to prepare, for submission to the Agency, all documents necessary to effect the transactions contemplated by this Resolution. Special Counsel has prepared and submitted an initial draft of the Agency Documents to staff of the Agency.

Section 3. The Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act;

(B) The Project constitutes a "project," as such term is defined in the Act;

(C) The Project site is located entirely within the boundaries of City of Albany, New York;

(D) It is estimated at the present time that the costs of the planning, development, acquisition, construction, reconstruction and installation of the Project Facility (collectively, the "Project Costs") will be approximately \$_____;

(E) The completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York;

(F) The granting of the Financial Assistance by the Agency with respect to the Project will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of City of Albany, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act;

(G) The Agency has reviewed the Public Hearing Report and has fully considered all comments contained therein; and

(H) It is desirable and in the public interest for the Agency to enter into the Agency Documents.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (A) proceed with the Project; (B) acquire the Project Facility; (C) lease the Project Facility to the Company pursuant to the Lease Agreement; (D) enter into the Payment in Lieu of Tax Agreement; (E) secure the Loan by entering into the Loan Documents; and (F) grant the Financial Assistance with respect to the Project.

Section 5. The Agency is hereby authorized (A) to acquire a license in the Licensed Premises pursuant to the License Agreement, (B) to acquire a leasehold interest in the Leased Premises pursuant to the Underlying Lease, (C) to acquire title to the Equipment pursuant to a bill of sale (the "Bill of Sale to Agency") from the Company to the Agency, and (D) to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisitions are hereby approved, ratified and confirmed.

Section 6. The Agency is hereby authorized to acquire, construct and install the Project Facility as described in the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition, construction and installation are hereby ratified, confirmed and approved.

Section 7. The Chairman (or Vice Chairman) of the Agency, with the assistance of Agency Counsel and/or Special Counsel, is authorized to negotiate and approve the form and substance of the Agency Documents.

Section 8. (A) The Chairman (or Vice Chairman) of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agency Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in the forms thereof as the Chairman (or Vice Chairman) shall approve, the execution thereof by the Chairman (or Vice Chairman) to constitute conclusive evidence of such approval.

(B) The Chairman (or Vice Chairman) of the Agency is hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 9. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 10. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Anthony J. Ferrara	VOTING	_____
John R. Vero	VOTING	_____
Susan Pedo	VOTING	_____
Hon. Kathy Sheehan	VOTING	_____
Martin Daley	VOTING	_____
C. Anthony Owens	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of City of Albany Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2012 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

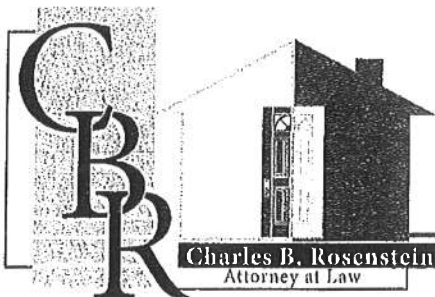
I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of December, 2012.

(Assistant) Secretary

(SEAL)



The Law Offices of
CHARLES B. ROSENSTEIN
465 New Karner Road • Albany, NY 12205
TEL: 518.452.6979 • FAX: 518.452.6873
www.cbrlaw.net

December 12, 2012

Michael Yevoli, CEO
City of Albany IDA
21 Lodge Street
Albany, NY 12207

RE: Penta on Broadway, LLC

Dear Mr. Yevoli:

I do represent Penta on Broadway, LLC (Penta). Penta is the owner of 522-524 Broadway in Albany, NY and is in the process of renovating said building from vacant first floor commercial office space to 14 residential apartments on floors 2-5 and a first floor commercial office space on the first floor. Penta has previously been granted certain IDA financing on this project. The renovation of the building is going very well with approximately 75 percent of the building complete. We have 9 of the residential units leased out to tenants at this time. Penta has most recently signed a 5 year lease with a one, 5 year renewal term, with a commercial tenant and is now ready to commence work on the first floor commercial space needed to be "fit up" for this tenant. The original plan for this vacant commercial space was to offer it to a potential tenant as a "vanilla box" which would not require any fit up to be done by Penta. However, the opportunity of securing an office tenant has presented itself to my client and they believe it makes sense to take on the fit up cost of the space for this tenant at this time based upon the rent to be paid and the length of the lease term.

Penta is in need of additional financing which has been approved by its construction and first lien holder Capital Bank in the amount of \$69,725.00 to pay for the cost of this fit up work. A copy of said commitment letter is attached for your review. Pursuant to the terms of your financing and loan documents, we are in need of the IDA's approval for this additional financing. As such, I respectfully request that the IDA agree to allow Penta to secure this minimal additional financing in order that the commercial office space in the building can be completed and the tenant be able to move in January 1, 2013, which will result in significant monthly income for the project. Penta on Broadway LLC is not looking for any additional financing and or benefits from the IDA other than permission for this additional financing from Capital Bank. I thank you for your consideration of my client's request and will await your reply.

Very Truly Yours,


Charles B. Rosenstein, Esq.

Let our Team of Experienced Real Estate Professionals help you close the deal.



**CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY
2012 MORTGAGE APPROVAL RESOLUTION
PENTA ON BROADWAY LLC PROJECT**

A regular meeting of City of Albany Industrial Development Agency (the “Agency”) was convened in public session at the office of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York on December 20, 2012 at 12:15 p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Anthony J. Ferrara	Chairman
John R. Vero	Vice Chairman
Susan Pedo	Secretary
Hon. Kathy Sheehan	Treasurer
Martin Daley	Member
C. Anthony Owens	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Michael J. Yevoli	CEO - Capitalize Albany Corporation
Erik Smith	CFO - Capitalize Albany Corporation
Sarah Reginelli	Director of Economic Development
Bradley Chevalier	Senior Economic Developer, Capitalize Albany Corporation
Amy Gardner	Administrative Assistant, Capitalize Albany Corporation
John J. Reilly, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Special Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. _____

**RESOLUTION CONSENTING TO AND AUTHORIZING THE EXECUTION AND
DELIVERY OF CERTAIN MORTGAGE DOCUMENTS WITH RESPECT TO THE
PENTA ON BROADWAY LLC PROJECT.**

WHEREAS, the Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter

and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, on February 28, 2012, the Agency executed and delivered a lease agreement dated as of February 1, 2012 (the “Lease Agreement”) with Penta on Broadway LLC (the “Company”) to assist the Company in undertaking a certain commercial project (the “Project”); and

WHEREAS, the Project consisted of the following: (A) (1) the acquisition of an interest in a parcel of real estate containing approximately .09 acres located at 522-524 Broadway in the City of Albany, Albany County, New York (the “Land”), together with the existing buildings located thereon containing in the aggregate approximately 18,000 square feet of space (the “Facility”), (2) the reconstruction and renovation of the Facility and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”) (the Land, the Facility and the Equipment being hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be owned and operated by the Company and leased to various tenants for residential and commercial uses and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales taxes, real estate transfer taxes and real property taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the execution and delivery of the Lease Agreement, the Agency entered into the Basic Documents (as defined in the Lease Agreement); and

WHEREAS, in connection with the Project, the Agency executed and delivered a mortgage (the “Prior Mortgage”) on the Project Facility from the Company and the Agency to Chemung Canal Trust Company (the “Lender”) for the purpose of securing the repayment of certain financing between the Company and the Lender relating to the Project; and

WHEREAS, the Company has advised the Agency that it is obtaining additional financing (the “Additional Financing”) with respect to the Project from the Lender; and

WHEREAS, in connection with the Additional Financing the Company desires that the Agency execute and deliver a new mortgage (the “New Mortgage”) from the Company and the Agency to the Lender, as described in the letter from counsel to the Company dated December 12, 2012 (the “Company Letter”), a copy of which is attached hereto as **Schedule A** (the New Mortgage together with any other security documents or related documents being collectively referred to as the “Transaction Documents”); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant

thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQRA Act, "SEQRA"), the Agency must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the execution and delivery of the Transaction Documents; and

WHEREAS, pursuant to SEQRA, the Agency has reviewed the Company's request to have the Agency execute and deliver the Transaction Documents in order to make a determination as to whether such request is subject to SEQRA, and it appears that the actions contemplated by such request are not considered "Actions" under SEQRA;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based upon an examination of the Company's request, the Agency hereby determines that the Agency's execution and delivery of the Transaction Documents constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(23), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the Agency has no further responsibilities under SEQRA with respect to the Transaction Documents.

Section 2. The Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act;

(B) The Agency has previously held a public hearing under Section 859-a of the Act with respect to the original Project and the original granting of "financial assistance" relating to the original Project;

(C) The Agency is not providing a mortgage recording tax exemption with respect to the Transaction Documents;

(D) The Company is not in default under any of the Basic Documents, including the PILOT Agreement;

(E) The entering into of the Transaction Documents constitutes a "project," as such term is defined in the Act;

(F) The Project site is located entirely within the boundaries of City of Albany, New York;

(G) The completion of the Project will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State of New York to another area of the State of New York or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State of New York; and

(H) It is desirable and in the public interest for the Agency to enter into the Transaction Documents.

Section 3. The Agency hereby approves the execution and delivery of the Transaction Documents, provided, however, that such consent is contingent upon (A) the written consent by any

holder of any mortgage on the Project Facility, if required, (B) approval by Agency Counsel and Agency Special Counsel to the form of the Transaction Documents, (C) compliance with the terms and conditions contained in the Basic Documents, (D) evidence satisfactory to the Agency that all payments in lieu of taxes and other local fees and assessments relating to the Project Facility, if any, have been paid, (E) no mortgage recording tax exemption shall be granted in connection with the execution of the Transaction Documents, (F) the payment by the Company of the administrative fee of the Agency, and all other fees and expenses of the Agency in connection with the delivery of the Transaction Documents, including the fees of Agency Counsel and Agency Special Counsel, and (G) the following additional conditions:

Section 4. Subject to the satisfaction of the conditions described in Section 3 hereof, the Chairperson (or Vice Chairperson) of the Agency is hereby authorized to execute and deliver the Transaction Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the form thereof presented to this meeting, with such changes, variations, omissions and insertions as the Chairperson (or Vice Chairperson) shall approve, the execution thereof by the Chairperson (or Vice Chairperson) to constitute conclusive evidence of such approval.

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Transaction Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Company Letter.

Section 6. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Anthony J. Ferrara	VOTING	_____
John R. Vero	VOTING	_____
Susan Pedo	VOTING	_____
Hon. Kathy Sheehan	VOTING	_____
Martin Daley	VOTING	_____
C. Anthony Owens	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of City of Albany Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2012 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ____ day of December, 2012.

(Assistant) Secretary

(SEAL)

SCHEDULE A

**LETTER FROM COUNSEL OF THE
COMPANY TO THE AGENCY**

---SEE ATTACHED---



The Law Offices of
CHARLES B. ROSENSTEIN
465 New Karner Road • Albany, NY 12205
TEL: 518.452.6979 • FAX: 518.452.6873
www.cbrlaw.net

December 12, 2012

Michael Yevoli, CEO
City of Albany IDA
21 Lodge Street
Albany, NY 12207

RE: Penta on Broadway, LLC

Dear Mr. Yevoli:

I do represent Penta on Broadway, LLC (Penta). Penta is the owner of 522-524 Broadway in Albany, NY and is in the process of renovating said building from vacant first floor commercial office space to 14 residential apartments on floors 2-5 and a first floor commercial office space on the first floor. Penta has previously been granted certain IDA financing on this project. The renovation of the building is going very well with approximately 75 percent of the building complete. We have 9 of the residential units leased out to tenants at this time. Penta has most recently signed a 5 year lease with a one, 5 year renewal term, with a commercial tenant and is now ready to commence work on the first floor commercial space needed to be "fit up" for this tenant. The original plan for this vacant commercial space was to offer it to a potential tenant as a "vanilla box" which would not require any fit up to be done by Penta. However, the opportunity of securing an office tenant has presented itself to my client and they believe it makes sense to take on the fit up cost of the space for this tenant at this time based upon the rent to be paid and the length of the lease term.

Penta is in need of additional financing which has been approved by its construction and first lien holder Capital Bank in the amount of \$69,725.00 to pay for the cost of this fit up work. A copy of said commitment letter is attached for your review. Pursuant to the terms of your financing and loan documents, we are in need of the IDA's approval for this additional financing. As such, I respectfully request that the IDA agree to allow Penta to secure this minimal additional financing in order that the commercial office space in the building can be completed and the tenant be able to move in January 1, 2013, which will result in significant monthly income for the project. Penta on Broadway LLC is not looking for any additional financing and or benefits from the IDA other than permission for this additional financing from Capital Bank. I thank you for your consideration of my client's request and will await your reply.

Very Truly Yours,


Charles B. Rosenstein, Esq.

Let our Team of Experienced Real Estate Professionals help you close the deal.



MEMO

TO: City of Albany Industrial Development Agency Board
FROM: City of Albany Industrial Development Agency Staff
RE: 39 Sheridan Realty, LLC
DATE: December 14, 2012

Hereafter, in regards to 39 Sheridan Realty, LLC, please find 1) the request for an extension relating to the sales tax exemption letter and increase of sales tax benefits from original application, 2) update on status of project, and 3) resolution modifying sales tax exemption and letter extension.

**39 Sheridan Realty, LLC
646 Plank Road, Suite 205
Clifton Park, New York 12065**

December 5, 2012

Mike Yevoli
City of Albany Industrial Development Agency
c/o Department of Economic Development
21 Lodge Street
Albany, New York 12207

RE: Tax Exempt Letter Extension

Dear Mr. Yevoli:

We are requesting an extension to our current New York State Sales or Use Tax exemption to June 30, 2013 as the project experienced delays relating to the public infrastructure improvements required as part of our approvals.

In addition, we have modified the original design to include a forty-fourth apartment, and encountered additional unforeseen City sewer and water infrastructure costs, which has resulted in us exceeding our original budget by approximately \$400,000. This will cause additional material purchases subject to sales tax abatement of approximately \$160,000.

Thank you for your consideration.



Marc H. Paquin
Managing Member

Bradley Chevalier

From: Marc Paquin [marc@casshilldevelopment.com]
Sent: Monday, December 10, 2012 1:17 PM
To: Bradley Chevalier
Subject: RE: Sales tax Extension Letter - 39 Sheridan Realty, LLC

Brad

We currently have 23 units rented with 20 occupied. Two more tenants are scheduled to move in this weekend.

We have completed 37 of the 44 apartments at this time and the balance require minor finishes for completion. These shall all be completed prior to the end of the month.

The lower level finish is ongoing, walls are framed, HVAC systems are installed, rough electric has started. We need to finish drywall, paint, and flooring. This should be done by the end of the month.

The exterior fence and gates are scheduled to begin this week. The large landscaping will be installed this week. Small plantings will wait until the spring. Binder pavement and curbs are complete. We will wait until spring for the top coat once the Monroe Street sidewalks can be installed.

The exterior veneer is ongoing and almost finished. Hoping for the majority to be completed by the end of the year.

Let me know if there is anything further you require.

Thank you for your assistance.

Marc Paquin
President
Cass Hill Development Company
646 Plank Road, Suite 205
Clifton Park, NY 12065
Phone: 518-371-2410 x. 21
Fax: 518-371-2348



**SALES TAX LETTER EXTENSION RESOLUTION
39 SHERIDAN AVENUE PROJECT**

A regular meeting of City of Albany Industrial Development Agency (the “Agency”) was convened in public session at the office of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York on December 20, 2012 at 12:15 p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Anthony J. Ferrara	Chairman
John R. Vero	Vice Chairman
Susan Peto	Secretary
Hon. Kathy Sheehan	Treasurer
Martin Daley	Member
C. Anthony Owens	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Michael J. Yevoli	CEO - Capitalize Albany Corporation
Erik Smith	CFO - Capitalize Albany Corporation
Sarah Reginelli	Director of Economic Development
Bradley Chevalier	Senior Economic Developer, Capitalize Albany Corporation
Amy Gardner	Administrative Assistant, Capitalize Albany Corporation
John J. Reilly, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Bond Counsel

The following resolution was offered by _____, seconded by _____, to wit:

**RESOLUTION APPROVING THE DELIVERY OF A REVISED SALES TAX
LETTER FOR THE 39 SHERIDAN REALTY, LLC PROJECT**

WHEREAS, City of Albany Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity

and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, pursuant to a resolution duly adopted by the members of the Agency on March 18, 2010 (the “Approval Resolution”), the Agency agreed to assist 39 Sheridan Realty, LLC, a New York limited liability company (the “Company”) in undertaking a project (the “Project”) consisting of the following: (A) (1) the acquisition of an interest in parcels of land containing approximately 1.38 acres of land located at 49 Sheridan Avenue, 67 Sheridan Avenue, and 69 Sheridan Avenue in the City of Albany, Albany County, New York (collectively, the “Land”), together with the following existing buildings: (a) a building located at 49 Sheridan Avenue containing approximately 81,490 square feet of space (the “49 Sheridan Facility”), and (b) a building located at 67 Sheridan containing approximately 4,800 square feet of space (the “67 Sheridan Facility” and together with the 49 Sheridan Facility, being collectively referred to as the “Existing Facilities”), (2) the complete demolition of the 67 Sheridan Facility and the partial demolition of the 49 Sheridan Facility, (3) the renovation and expansion of the 49 Sheridan Facility (the “Facility”), and (4) the acquisition and installation therein and thereon of various machinery and equipment (the “Equipment”) (the Land, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be owned and operated by the Company and leased to various tenants for residential uses and other directly and indirectly related activities; (B) the granting of “financial assistance” (within the meaning of the Act) with respect to the foregoing, including potential exemptions from certain sales taxes, real estate transfer taxes, mortgage recording taxes and real property taxes (the “Financial Assistance”); and (C) the lease (with the obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company has submitted a letter to the Agency (the “Company Letter”), a copy of same is attached as **Schedule A**, indicating that its initial estimates of the completion date of the Project were not accurate and that the sales tax letter originally delivered by the Agency to the Company will expire prior to the completion of the Project; and

WHEREAS, the Company has requested that the Agency deliver a revised sales tax letter which reflects an extended completion date for the Project,

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency has reviewed the Company Letter and, based upon the representations made by the Company to the Agency in the Company Letter, based thereon, the Agency hereby makes the following findings and determinations with respect to the Project:

(A) The Project constitutes a “project” within the meaning of the Act; and

(B) The Project does not differ from the Project approved by the Agency pursuant to the Approval Resolution and as described in the Agency Documents (as defined in the Approval Resolution); and

(C) The granting of the Financial Assistance by the Agency with respect to the Project, will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of the City of Albany, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act; and

(D) The completion of the Project will serve the public purposes of the Act by preserving permanent, private sector jobs or increasing the overall number of permanent, private sector jobs in the State of New York; and

(E) Upon compliance with the provisions of the Act, the Agency would then be authorized under the Act to undertake the Project in order to promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of the City of Albany, New York and the State of New York and improve their standard of living.

Section 2. In consequence of the foregoing, the Agency hereby determines to execute and deliver a revised sales tax letter (the "Revised Sales Tax Letter") to reflect the new completion date of the Project and the increased costs of the Project, subject to the following conditions: (A) the payment of the Agency's administrative fee, if any, (B) evidence satisfactory to the Agency and its staff that the Company is in compliance with the Agency's policies relating to the Project; (C) the payment of the fees and expenses of the Agency Counsel and Agency Bond Counsel, (D) the execution and delivery of documents prepared by Bond Counsel to provide for the extension of the sales tax letter, and (E) the following additional conditions: _____.

Section 3. The Chairman (or Vice Chairman) of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Revised Sales Tax Letter, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Revised Sales Tax Letter and the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Revised Sales Tax Letter and the Agency Documents binding upon the Agency.

Section 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Anthony J. Ferrara	VOTING	_____
John R. Vero	VOTING	_____
Susan Pedo	VOTING	_____
Hon. Kathy Sheehan	VOTING	_____
Martin Daley	VOTING	_____
C. Anthony Owens	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of City of Albany Industrial Development Agency (the “Agency”), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2012 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of such proceeding so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of December, 2012.

(SEAL)

(Assistant) Secretary

SCHEDULE A
COMPANY LETTER

**39 Sheridan Realty, LLC
646 Plank Road, Suite 205
Clifton Park, New York 12065**

December 5, 2012

Mike Yevoli
City of Albany Industrial Development Agency
c/o Department of Economic Development
21 Lodge Street
Albany, New York 12207

RE: Tax Exempt Letter Extension

Dear Mr. Yevoli:

We are requesting an extension to our current New York State Sales or Use Tax exemption to June 30, 2013 as the project experienced delays relating to the public infrastructure improvements required as part of our approvals.

In addition, we have modified the original design to include a forty-fourth apartment, and encountered additional unforeseen City sewer and water infrastructure costs, which has resulted in us exceeding our original budget by approximately \$400,000. This will cause additional material purchases subject to sales tax abatement of approximately \$160,000.

Thank you for your consideration.



Marc H. Paquin
Managing Member

MEMO

TO: City of Albany Industrial Development Agency Board
FROM: City of Albany Industrial Development Agency Staff
RE: Honest Weight Co-operative, Inc.
DATE: December 14, 2012

Hereafter, in regards to Honest Weight Co-operative, Inc. please find 1) the request for increase of sales tax benefits from original application, 2) update on status of project, and 3) resolution modifying sales tax exemption.



December 6, 2012

City of Albany Industrial Development Agency
21 Lodge Street
Albany, New York 12207
Attention: Michael J. Yevoli, CEO

Re: City of Albany Industrial Development Agency
Honest Weight Food Co-operative, Inc. Project

Dear Mr. Yevoli,

This letter is delivered to you for the purpose of supplementing our City of Albany Industrial Development Agency (the "Agency") Application dated May 21, 2012 and to request the Agency to modify the financial assistance being granted by the Agency with respect to the referenced project (the "Project").

Honest Weight Food Co-operative, Inc. (the "Company") closed on the straight lease documents (the "Straight Lease Documents") with the Agency on November 14, 2012. Since that date the Company has determined that equipment in the amount of approximately \$2.4 Million (the "Additional Equipment") could have been included in the Project and thereby is eligible for financial assistance by the Agency.

A general description of the Additional Equipment is attached as Exhibit A. The Company did not include the Additional Equipment in the Application because of a misunderstanding regarding the structure of the financing for the Additional Equipment. The Company has since corrected the misunderstanding and now recognizes that the Additional Equipment would be subject to sales tax as part of the Project.

Accordingly, the Company respectfully requests the Agency to take the following actions:

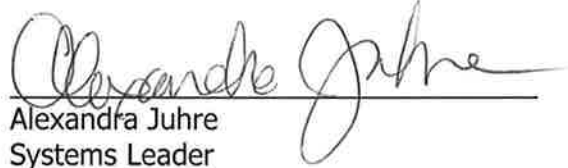
A. Permit the Company to supplement the Application by including the Additional Equipment in the Project.

B. Modify the Straight Lease Documents to include the Additional Equipment and to increase the costs of the project by \$2.4 Million.

The Company understands and agrees that the Agency will need to hold a Public Hearing with respect to this request and that there will be additional Agency administrative fees and closing costs.

Please call with any comments or questions. We appreciate your attention to this request.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Alexandra Juhre", is written over a horizontal line.

Alexandra Juhre
Systems Leader
Honest Weight Food Co-op

Exhibit A
General Description of Additional Equipment



Equipment List for

Honest Weight Food Co-op

100 Watervliet Ave. Project
30,000 SF Natural Foods Grocery

of
Units [maker] Model

Class R: REFRIGERATION CASES/SYSTEM			
PRODUCE CASES			
DAIRY/REFRIGERATED GROCERY CASES			
MEAT CASES			
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STORAGE SHELVING			
MATERIAL HANDLING			
PREP AND SS TABLES			
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COUNTERTOP EQUIPMENT - KITCHEN			
MATERIAL HANDLING			
	ELECTRONICS		
FRONT END			
SYSTEMS			
OFFICE			
	MISCELLANEOUS EQUIPMENT EXPENSES		
EQUIPMENT			
SMALLWARES			
INSTALLATION - NON REFRIGERATION			
SIGNAGE			
	OFFICES/BREAKROOM		
CASH HANDLING			
OFFICE FURNITURE			
BREAK ROOM			



December 10, 2012

City of Albany Industrial Development Agency
21 Lodge Street
Albany, New York 12207
Attention: Michael J. Yevoli, CEO

Re: City of Albany Industrial Development Agency
Honest Weight Food Co-operative, Inc. Project

Construction Update

Dear Mr. Yevoli,

It is my pleasure to bring you an update as to construction progress on our project at 100 Watervliet Avenue. As of this writing, all of the structural steel is in place, and the building has been enclosed to allow for temporary heat and the pouring of slabs. This week they will begin with underslab pouring for walk-in coolers, and by the end of the week, they anticipate making first pours on the slab in the east end of the building which will house our administrative offices.

Tomorrow and Wednesday the site will feature a 300-ton crane which is needed to lift a 20,000 lb mechanical center for the refrigeration system on to the roof. Half of the parking lot has been paved, and the remainder will continue once the crane work is complete.

It is truly inspiring to see our long awaited building arise on the site, and all of us at Honest Weight greatly appreciate the support we have received from the City of Albany Industrial Development Agency to make this dream a reality.

Sincerely yours,

A handwritten signature in dark ink, reading "Alexandra Juhre". The signature is written in a cursive, flowing style.

Alexandra Juhre
Systems Leader
Honest Weight Food Co-op



100 Watervliet Ave. Oct 30, 2012



100 Watervliet Ave. Dec 14,-2012





Construction of retaining wall to the south



Managers Group Shot! Dec 11, 2012



**RESOLUTION MODIFYING SALES TAX EXEMPTION
HONEST WEIGHT FOOD COOPERATIVE, INC. PROJECT**

A regular meeting of City of Albany Industrial Development Agency (the “Agency”) was convened in public session at the office of the Agency located at 21 Lodge Street in the City of Albany, Albany County, New York on December 20, 2012 at 12:15 p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Anthony J. Ferrara	Chairman
John R. Vero	Vice Chairman
Susan Peto	Secretary
Hon. Kathy Sheehan	Treasurer
Martin Daley	Member
C. Anthony Owens	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Michael J. Yevoli	CEO - Capitalize Albany Corporation
Erik Smith	CFO - Capitalize Albany Corporation
Sarah Reginelli	Director of Economic Development
Bradley Chevalier	Senior Economic Developer, Capitalize Albany Corporation
Amy Gardner	Administrative Assistant, Capitalize Albany Corporation
John J. Reilly, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Bond Counsel

The following resolution was offered by _____, seconded by _____, to wit:

**RESOLUTION MODIFYING SALES TAX EXEMPTION IN CONNECTION WITH
THE HONEST WEIGHT FOOD COOPERATIVE, INC. PROJECT.**

WHEREAS, City of Albany Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity

and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, pursuant to a resolution duly adopted by the members of the Agency on July 19, 2012 (the “Approval Resolution”), the Agency agreed to assist Honest Weight Food Cooperative, Inc., a New York domestic cooperative corporation (the “Company”) in undertaking a project (the “Project”) consisting of the following: (A) (1) the acquisition of an interest in a parcel of land containing approximately 2.67 acres and located at 100 Watervliet Avenue in the City of Albany, Albany County, New York (the “Land”) together with the existing facility containing approximately 41,000 square feet of space located on the Land (the “Existing Facility”), (2) the demolition of the Existing Facility, (3) the construction of a new building to contain approximately 30,000 square feet of space (the “Facility”) and (4) the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”) (the Land, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be owned and operated by the Company as a food cooperative retail facility and other directly and indirectly related activities; (B) the granting of “financial assistance” (within the meaning of the Act) with respect to the foregoing, including potential exemptions from certain sales taxes, real estate transfer taxes, mortgage recording taxes and real property taxes (the “Financial Assistance”); and (C) the lease (with the obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company has submitted a letter to the Agency (the “Company Letter”), a copy of same is attached as **Schedule A**, indicating that, due to the Company’s misunderstanding of the applicability of sales tax on the purchase of certain equipment, the Company did not include approximately \$2,400,000 of additional equipment in its description of items that could be exempt from sales tax in connection with the Project; and

WHEREAS, the Company has requested that the Agency prepare and file a revised form ST-60 (the “Revised Thirty Day Sales Tax Letter”), which reflects the value of the additional equipment that is more particularly described on the attached **Schedule A**;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency has reviewed the Company Letter and, based upon the representations made by the Company to the Agency in the Company Letter, based thereon, the Agency hereby makes the following findings and determinations with respect to the Project:

(A) The Project constitutes a “project” within the meaning of the Act; and

(B) The Project does not differ from the Project approved by the Agency pursuant to the Approval Resolution and as described in the Agency Documents (as defined in the Approval Resolution); and

(C) The granting of the Financial Assistance by the Agency with respect to the Project, will promote the job opportunities, health, general prosperity and economic welfare of the

inhabitants of the City of Albany, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act; and

(D) The completion of the Project will serve the public purposes of the Act by preserving permanent, private sector jobs or increasing the overall number of permanent, private sector jobs in the State of New York; and

(E) Upon compliance with the provisions of the Act, the Agency would then be authorized under the Act to undertake the Project in order to promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of the City of Albany, New York and the State of New York and improve their standard of living.

Section 2. In consequence of the foregoing, the Agency hereby determines to execute and deliver the Revised Thirty Day Sales Tax Letter to reflect the new completion date of the Project, subject to the following conditions: (A) the payment of the Agency's administrative fee, (B) evidence satisfactory to the Agency and its staff that the Company is in compliance with the Agency's policies relating to the Project; (C) the payment of the fees and expenses of the Agency Counsel and Agency Bond Counsel, (D) the execution and delivery of documents prepared by Agency Bond Counsel to provide for the revision of sales tax benefits, and (E) the following additional conditions: None.

Section 3. The Chairman (or Vice Chairman) of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Revised Thirty Day Sales Tax Letter and any other documents required to carry out the terms of this Resolution, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Revised Thirty Day Sales Tax Letter and the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Revised Thirty Day Sales Tax Letter and the Agency Documents binding upon the Agency.

Section 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Anthony J. Ferrara	VOTING	_____
John R. Vero	VOTING	_____
Susan Pedo	VOTING	_____
Hon. Kathy Sheehan	VOTING	_____
Martin Daley	VOTING	_____
C. Anthony Owens	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of City of Albany Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on December 20, 2012 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of such proceeding so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 20th day of December, 2012.

(SEAL)

(Assistant) Secretary

SCHEDULE A
COMPANY LETTER



December 6, 2012

City of Albany Industrial Development Agency
21 Lodge Street
Albany, New York 12207
Attention: Michael J. Yevoli, CEO

Re: City of Albany Industrial Development Agency
Honest Weight Food Co-operative, Inc. Project

Dear Mr. Yevoli,

This letter is delivered to you for the purpose of supplementing our City of Albany Industrial Development Agency (the "Agency") Application dated May 21, 2012 and to request the Agency to modify the financial assistance being granted by the Agency with respect to the referenced project (the "Project").

Honest Weight Food Co-operative, Inc. (the "Company") closed on the straight lease documents (the "Straight Lease Documents") with the Agency on November 14, 2012. Since that date the Company has determined that equipment in the amount of approximately \$2.4 Million (the "Additional Equipment") could have been included in the Project and thereby is eligible for financial assistance by the Agency.

A general description of the Additional Equipment is attached as Exhibit A. The Company did not include the Additional Equipment in the Application because of a misunderstanding regarding the structure of the financing for the Additional Equipment. The Company has since corrected the misunderstanding and now recognizes that the Additional Equipment would be subject to sales tax as part of the Project.

Accordingly, the Company respectfully requests the Agency to take the following actions:

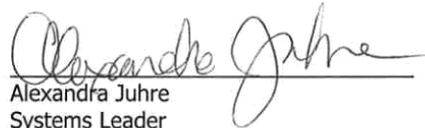
- A. Permit the Company to supplement the Application by including the Additional Equipment in the Project.
- B. Modify the Straight Lease Documents to include the Additional Equipment and to increase the costs of the project by \$2.4 Million.

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The Company understands and agrees that the Agency will need to hold a Public Hearing with respect to this request and that there will be additional Agency administrative fees and closing costs.

Please call with any comments or questions. We appreciate your attention to this request.

Sincerely yours,

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Alexandra Juhre
Systems Leader
Honest Weight Food Co-op

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General Description of Additional Equipment



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Honest Weight Food Co-op

100 Watervliet Ave. Project
30,000 SF Natural Foods Grocery

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Honest Weight - 100 Watervliet Avenue - Equipment Summary Oct 2012

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Honest Weight - 100 Watervliet Avenue - Equipment Summary Oct 2012